



**Notice of Meeting of the Port Commission of the  
Port of Corpus Christi Authority of Nueces County, Texas, on  
Tuesday, October 18, 2016, at 8:30 AM  
Solomon P. Ortiz International Center  
402 North Harbor Dr, Corpus Christi, TX**

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*Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.*

*Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarle.*

*Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.*

*PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.*

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- 1. CALL TO ORDER**
- 2. SAFETY BRIEFING**
- 3. PLEDGE OF ALLEGIANCE**
- 4. INVOCATION**
- 5. RECEIVE CONFLICT OF INTEREST AFFIDAVITS**
- 6. MINUTES**
  - 6.a. Approve Minutes of the September 20, and September 29, 2016 Commission meetings.  
[September 20, 2016 Minutes](#)  
[September 29, 2016 Minutes](#)

**7. PUBLIC COMMENT (Each speaker is limited to three minutes.)**

**8. RECEIVE REPORT FROM SECURITY COMMITTEE**

**9. RECEIVE REPORT FROM AUDIT COMMITTEE**

**10. RECEIVE REPORT FROM LONG-RANGE PLANNING COMMITTEE**

**11. PRESENTATIONS**

11.a. Receive report from the San Patricio County Economic Development Corporation on services provided this year under their Development Services Agreement with the PCCA.

[San Patricio EDC Presentation](#)

11.b. Receive report from the Coastal Bend Bays and Estuaries Program on services provided this year under their Development Services Agreement with the PCCA.

[CBBEP Presentation](#)

11.c. Receive progress report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program for the quarterly period of July 1 through September 30, 2016.

[Hillcrest Report](#)

**12. OPEN AGENDA**

12.a. Approve a Professional Engineering Services Contract in the amount of \$469,837 with Cardno Inc. for a Master Plan of the Bulk Terminal.

[Memo](#)  
[Contract](#)

12.b. Award a Construction Contract in the amount of \$1,312,799 to Max Underground Construction, LLC, the lowest and best bidder based on bids received on September 27, 2016, for the Sam Rankin Street Improvements project associated with an Interlocal Cooperation Agreement with the City of Corpus Christi to perform road and utility improvements with approximately \$997,700 in construction costs to be reimbursed to the PCCA.

[Memo](#)  
[Map](#)  
[Bid Sheet](#)

12.c. Approve an amendment to Service Order No. 9 in the amount of \$399,225 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for engineering services associated with the new Oil



Dock 15 project.

[Memo](#)

[Map](#)

- 12.d. Approval to lease a new Modular Office Building from Satellite Shelters, Inc. using government pricing from the State of Texas Buy Board Cooperative Program.

[Memo](#)

[Map](#)

[Proposal](#)

- 12.e. Authorize staff to issue a Request for Proposals for property insurance coverage.

[Memo](#)

### **13. CONSENT AGENDA**

- 13.a. Award a Construction Contract in the amount of \$109,289.71 to Epic Energy Services, LLC, the lowest and best bidder based on bids received on September 28, 2016, for the construction of drainage improvements for the Nueces River fishing area.

[Memo](#)

[Map](#)

[Bid Sheet](#)

- 13.b. Approve an Easement Agreement with M&G Resins USA, LLC, for the installation and maintenance of a water intake basin and a brine water discharge basin to be used in connection with M&G's desalination plant located within their PET and PTA resins plant being constructed on the north side of the Viola Channel.

[Letter Exhibit](#)

[Memo](#)

[Easement Summary](#)

[Easement](#)

- 13.c. Approve an Interlocal Cooperation Contract for Hazard Mitigation Action Plan with Nueces County and other participating jurisdictions.

[Memo](#)

[Agreement](#)

### **14. STAFF/COMMISSION COMMENTS**

- 14.a. Receive report from the Executive Director on upcoming community and PCCA events and activities of the following PCCA departments during the preceding month—Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz

Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.

[Executive Director's Report](#)

- 14.b. Receive comments from Port Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.

## **15. EXECUTIVE SESSION**

- 15.a. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the La Quinta Channel and to receive legal advice from PCCA counsel regarding appropriate due diligence before making this acquisition.
- 15.b. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding whether PCCA has any liability for the actions of its tenants.
- 15.c. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase of certain real property accessible to the La Quinta Channel and the Corpus Christi Ship Channel.
- 15.d. The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA is encouraging to locate in San Patricio County and with which PCCA is conducting economic development negotiations.
- 15.e. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding PCCA's obligations under the Harbor Bridge Replacement Project Four Party Agreement between the Texas Department of Transportation, PCCA, the City of Corpus Christi, and the Corpus Christi Housing Authority made effective as of January 8, 2016.
- 15.f. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding certain bills to be introduced in the 85th Texas Legislature that

would affect port authorities.

- 15.g. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing certain PCCA real property on the north side of the Inner Harbor.
- 15.h. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the duties of the Executive Director, the Chief Operating Officer, and the Chief Commercial Officer.
- 15.i. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate purchasing certain real property on the north side of the Inner Harbor and offering financial or other incentives to a business prospect that PCCA is encouraging to locate, stay or expand in Inner Harbor District and with which PCCA is conducting economic development negotiations.
- 15.j. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding a construction contract and potential claim.

## **16. RESUME OPEN AGENDA**

- 16.a. Approve a change order to construction contract for Oil Dock 14.

## **17. ADJOURN**

**OFFICIAL MINUTES OF PORT COMMISSION MEETING  
SEPTEMBER 20, 2016**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, September 20, 2016, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. Wayne Squires  
Ms. Barbara Canales  
Mr. Richard Valls  
Mr. Richard L. Bowers  
Mr. Wes Hoskins

**Absent:** Mr. David P. Engel

**Present:** Mr. John P. LaRue  
Mr. Sean Strawbridge  
Mr. Jarl Pedersen  
Mr. Darrin Aldrich  
Ms. Rosie Collin  
Mr. Dennis DeVries  
Mr. Tyler Fuhrken  
Ms. Sarah Garza  
Mr. David Krams  
Mr. Ruben Medina  
Ms. Sandra Terrell-Davis  
Ms. Nelda Olivo  
Mr. Tom Mylett  
Ms. Lynn Angerstein  
Mr. Eric Battersby  
Mr. Paul Carangelo  
Ms. Audre Debler  
Ms. Sherry DuBois  
Mr. Sam Esquivel  
Mr. Brett Flint  
Ms. Donna James-Spruce  
Mr. John Slubar  
Mr. Dan Koesema  
Ms. Angela Leyva  
Ms. Sonya Lopez  
Mr. Dave Michaelson  
Ms. Maggie Turner  
Mr. Eddie Martinez  
Mr. Bennie Benavides

Ms. Natasha Fudge  
Ms. Peggy Mettlen  
Ms. Jennifer Powell  
Mr. Jesse Samu  
Ms. Pamela Mota  
Ms. Jerrilynn Ashcraft  
Ms. Leslie Harris  
Mr. James Haley  
Ms. Danielle Converse

**Others Present:**

Mr. Leo J. Welder, Jr.  
Mr. Dane Bruun

**Others Present:**

Mr. Jeffery Taylor  
Ms. Karen Pollock  
Ms. Del Richardson  
Mr. Frank Jordan  
DRA  
Mr. Burt Moorhouse  
Gulf Copper  
Mr. Fred Nardini  
San Patricio County  
Mr. Tony Hahn  
Ms. Jalyn Stineman  
US Coast Guard  
Mr. Danny Turner  
Premium Tubular  
Mr. Foster Edwards  
San Patricio EDC  
Ms. Tedra Hunt  
T&T Construction  
Ms. Annette Medlin  
Ms. Ginny Cross  
United CC Chamber  
Mr. Ronald Berglund  
Robstown IDC  
Ms. Denise Skinner  
NuStar Energy  
Mr. Steven Emerson  
Emerson Technical  
Ms. Rose Crawford  
CAFFP  
Ms. Jenna Clayton  
LJA Engineering  
Mr. Joseph Sanchez, Sr.  
Performance Energy Svcs.

Mr. Josh Kalena  
U.S. Fence & Gate  
Ms. Carol Scott  
Ms. Doreen Harrell  
Kailo  
Mr. Marshall Davison  
JM Davidson  
Ms. Nancy Loayza  
Ingleside on the Bay  
Pastor Adam Carrington  
Citizen Alliance for Fairness & Progress  
Mr. Jason Lugo  
Unique Employment  
Ms. Darcy Schroeder  
Valero  
Mr. Chris Ramirez  
Caller-Times  
Mr. Bob Paulison  
Port Industries  
Mr. David Cave  
CITGO  
Mr. Trace Finley  
Mr. Joe Longley  
Gateway  
Mr. Andy Gossett  
GSM  
Mr. Will Nichols  
Cheniere  
Mr. Alan Wilson  
Charter Bank  
Capt. Louis Adams  
Aransas/CC Pilots  
Mr. David Fields  
Gulf Compress  
Mr. Sidney Faas  
CH2M Hill  
Mr. Joe Guzman  
So. Tx. Military Facilities Task Force  
Mr. Brant Pate  
NSHLA  
Mr. Thomas Moore  
Consultant  
Ms. Erin Hall  
Citizen

1. Chairman Zahn called the meeting to order.
2. The Commission and audience received a safety briefing.
3. The Pledge of Allegiance was recited.
4. The invocation was given.
5. Chairman Zahn asked for Conflict of Interest Affidavits. None were submitted.
6. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved the minutes of the August 16, 2016 Commission meeting in the form presented to the meeting.
7. The Chair asked for comments from the public. Northshore residents Brant Pate and Danny Turner spoke on the noise level being produced by the voestalpine plant and how it is affecting the residents. Both requested the Commission take a proactive role in resolving the noise issue.
8. The Commission received a report from the Security Committee.
9. The Commission received a report from the Audit Committee.
10. The Commission received a report from the Long-Range Planning Committee.
11. **PRESENTATIONS:**
  - 11a. The Commission received a report from the United Corpus Christi Chamber of Commerce on services provided this year under their Development Services Agreement with the PCCA.
  - 11b. The Commission received a presentation from the South Texas Military Facilities Task Force on services provided this year under their agreement with the PCCA.
  - 11c. The Commission received a presentation from the Corpus Christi Metropolitan Planning Organization on their services provided to the Coastal Bend community in 2016.
12. **OPEN AGENDA:**
  - 12a. On motion made by Mr. Valls and seconded by Ms. Canales, the Commission adopted the following resolution:

**RESOLUTION APPROVING COOPERATIVE RESEARCH AND DEVELOPMENT  
AGREEMENT BETWEEN THE UNITED STATES ARMY ENGINEER RESEARCH AND  
DEVELOPMENT CENTER ENVIRONMENTAL LABORATORY AND THE PORT OF  
CORPUS CHRISTI AUTHORITY**

WHEREAS, the Federal Technology Transfer Act of 1986 (15 U.S.C. § 3710a) provides that the Director of a Government-operated Federal Laboratory may enter into a Cooperative Research and Development Agreement with a non-Federal entity to conduct collaborative research and development that may include the disposition of patent rights in the inventions that result from collaborating personnel, services, property, facilities, or equipment; and

WHEREAS, the United States Army Engineer Research and Development Center's ("ERDC's") mission includes research and development with respect to the sediment assessment using chemistry, toxicity and bioaccumulation tools (the "Technology") and ERDC possesses certain advanced scientific skills, facilities, special equipment, information, computer software, and know-how pertaining to the Technology; and

WHEREAS, ERDC and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), desire to collaborate on projects of mutual interest and access certain specific engineering capabilities uniquely available that each possesses; and

WHEREAS, a Cooperative Research and Development Agreement between United States Army Engineer Research and Development Center and Port of Corpus Christi Authority for Predredging Assessment of New Work Sediments from the Port of Corpus Christi Ship Channel to Assess and Mitigate Potential Risk Using Chemistry, Toxicity and Bioaccumulation Tools (the "CRADA") has been presented to PCCA's Port Commission for approval; and

WHEREAS, the estimated payment that PCCA must make to ERDC under the CRADA is an amount no to exceed \$725,000; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the CRADA;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the CRADA in substantially the form presented to this meeting.

Section 2. The CRADA, in substantially the form presented to this meeting, is hereby approved, and PCCA is hereby authorized to pay up to \$725,000 in fees to the ERDC under the CRADA.



Section 3. The Executive Director is hereby authorized and directed, for and on behalf of PCCA, to execute the CRADA.

Section 4. The Chairman, the Vice Chairman, the Secretary, and the Executive Director are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution.

Section 5. This Resolution is hereby adopted by the Port Commission on September 20, 2016.

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- 12b.** On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved, in accordance with the staff recommendation presented to the meeting, a Professional Engineering Services Contract in the amount of \$368,634 with 360 Factors EHS Consulting Services Inc., formerly Rosengarten, Smith & Associates Inc., for sediment testing associated with dredging the entrance channel of the Corpus Christi Ship Channel – Channel Improvement Project.
- 12c.** On motion made by Mr. Bowers and seconded by Mr. Hoskins, the Commission approved the following resolution:

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF THE ARMY AND THE PORT OF CORPUS CHRISTI  
AUTHORITY OF NUECES COUNTY, TEXAS FOR WORK PROVIDED OR  
PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP  
AGREEMENT FOR CORPUS CHRISTI, TEXAS SHIP CHANNEL IMPROVEMENT  
PROJECT MAIN CHANNEL AND BARGE LANES**

WHEREAS, Section 221(a) of the Flood Control Act of 1970, as amended by Section 2003 of the Water Resources Development Act of 2007, provides that a cost sharing partnership agreement may provide credit for the value of materials or services provided before the execution of such cost sharing partnership agreement if the Secretary of the Army and the Non-Federal Interest enter into an agreement under which the Non-Federal Interest shall carry out such work and only work carried out following the execution of such agreement shall be eligible for credit; and

WHEREAS, as the Non-Federal Interest, the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), understands and acknowledges that any credit for eligible in-kind contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Project Partnership Agreement (hereinafter referred to as the "PPA") for the project or separable element of the project; and

WHEREAS, by letter dated July 18, 2016, the PCCA stated its intent to perform certain work prior to the execution of the PPA for the Corpus Christi, Texas Ship Channel Improvement Project Main Channel and Barge Lanes in San Patricio and Nueces Counties, Texas (hereinafter referred to as the "Project"); and

WHEREAS, a Memorandum of Understanding between the Department of the Army and the Port of Corpus Christi Authority of Nueces County, Texas, for Work Provided or Performed Prior to Execution of a Project Partnership Agreement for Corpus Christi, Texas Ship Channel Improvement Project Main Channel and Barge Lanes (hereinafter referred to as the "MOU") has been presented to PCCA's Port Commission for approval; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the MOU in substantially the form presented to this meeting.

Section 2. The MOU is substantially the form presented to this meeting is hereby approved, and the Executive Director is hereby authorized and directed, for and on behalf of PCCA, to execute the MOU.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Executive Director are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution, including the preamble hereto.

Section 4. This Resolution is hereby adopted by the Port Commission on September 20, 2016.

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**12d.** On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission adopted the following resolution:

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF THE ARMY AND THE PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS CONCERNING WORK USING FUNDS MADE  
AVAILABLE PURSUANT TO SECTION 2106 OF THE WATER RESOURCES  
REFORM AND DEVELOPMENT ACT OF 2014**

WHEREAS, Section 2106 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 2238) authorizes the Secretary of Army to provide funds to Donor Ports and Energy Transfer Ports to be used for certain purposes; and

WHEREAS, the Port of Corpus Christi qualifies as an Energy Transfer Port; and

WHEREAS, funds have been appropriated in Fiscal Year 2016 to carry out Section 2106 and may be appropriated in subsequent fiscal years; and

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas (hereinafter referred to as "PCCA") desires that the Department of the Army (hereinafter referred to as the "Government") retain funds provided under Section 2106 for the Government to carry out expanded uses, as that term is defined in Section 210(f) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2238(f)), or environmental remediation related to dredging berths and Federal navigation channels; and

WHEREAS, a Memorandum of Agreement between the Department of the Army and the Port of Corpus Christi Authority of Nueces County, Texas, Concerning Work Using Funds Made Available Pursuant to Section 2106 of the Water Resources Reform and Development Act of 2014 (hereinafter referred to as the "MOA") has been presented to PCCA's Port Commission for approval; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the MOA; and

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the MOA in substantially the form presented to this meeting.

Section 2. The MOA is substantially the form presented to this meeting is hereby approved, and the Executive Director is hereby authorized and directed, for and on behalf of PCCA, to execute the MOA.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Executive Director are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution, including the preamble hereto.

Section 4. This Resolution is hereby adopted by the Port Commission on September 20, 2016.

- 12e.** On motion made by Mr. Bowers and seconded by Ms. Canales, the Commission approved, in accordance with the staff recommendation presented to the meeting, a Professional Engineering Services Contract with HDR Engineering Inc. in the amount of \$149,000 for services associated with the development of a planning document and business plan for the Corpus Christi Ship Channel – Channel Improvement Project.
- 12f.** On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved, in accordance with the staff recommendation presented to the meeting, the issuance of a purchase order in the amount of \$313,000 for the PCCA's 25% operations and maintenance cost-share for the U.S. Army Corps of Engineers to reconfigure the Suntide Dredge Material Placement Area effluent drainage ditch located west of the Viola Turning Basin.
- 12g.** Action on this agenda item was postponed until the special called meeting of the Commission on September 29, 2016.
- 12h.** On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved, in accordance with the staff recommendation presented to the meeting, the purchase of the following insurance effective as of October 1, 2016, for a total premium of \$200,693: General/Marine Liability, Hull Insurance, Law Enforcement Liability, Public Officials Liability, Auto/Physical Damage, and Foreign Liability. The Foreign Liability insurance will be provided by AIG Insurance. All the remaining coverage will be provided via an Interlocal Agreement with the Texas Municipal League Risk Pool. The Commission approved the non-renewal of the Excess Protection & Indemnity insurance policy and an increase in the General/Marine Liability limit from \$10 million to \$20 million.
- 12i.** Ms. Canales moved to award a construction contract in the amount of \$273,586.60 to Division 16 Construction Corporation, the lowest and best bidder based on bids received on September 2, 2016, for storm water system quality improvements at the Maintenance Facility. Mr. Bowers seconded the motion.

After considerable discussion on the cost of the Maintenance Facility and future plans for the facility, Ms. Canales withdrew her motion. Then on motion made by Mr. Bowers and seconded by Mr. Squires, the Commission tabled this item until a more definitive plan could be developed for this facility.

- 12j.** On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission awarded a construction contract to US Fence & Gate Inc. for construction of fencing at the Bulk Terminal (Security Grant 15). The contract includes: (a) Base Bid in the amount of \$260,485; (b) Additive Bid Item 1 in the amount of \$80,080 to provide a concrete curb at the base of the security fence; (c) Additive Bid Item 2 in the amount of \$24,100 to provide solar powered gate operators; and (d) Additive Bid Item 3 in the amount of \$15,670 to install drainage culverts in the area, for a total contract amount of \$380,265. The Commission also granted the Director of Engineering Services a 4% contingency in accordance with the PCCA's standard contingency guidelines for general construction projects.
- 12k.** On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission approved an Amended and Restated Pipeline Easement for a 48-inch diameter natural gas pipeline, in the form presented to the meeting, with Cheniere Corpus Christi Pipeline, L.P., to partially release the southern portion of an existing easement and to amend the eastern terminus of the easement located at the La Quinta Terminal site in San Patricio County.
- 12l.** The Chairman announced that the Commission would deliberate Agenda item 12l in Executive Session pursuant to § 551.071 of the Texas Government Code and would consider Agenda Item 12l in Open Session after the Executive Session closes.
- 12m.** On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission approved, in the form presented to the meeting, Temporary Employment Services Agreements with LK, Jordan & Associates, Unique Employment Services, and Sterling Personnel Incorporated, the best respondents based on proposals received on July 13, 2016, for temporary employment agency services. Each contract is for one year, with 2 one-year option periods, and the total amount payable under these contracts, collectively, may not exceed \$340,000 per contract year.

**13. CONSENT AGENDA:**

Consent Agenda Items 13i, 13l, and 13o were considered separately at the request of individual Commissioners. Consideration of Item 13f was postponed until the special called meeting of the Commission on September 29, 2016. Mr. Valls moved the approval of the remaining Consent Agenda Items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations furnished to the Commission at the meeting. Mr. Squires seconded the motion and the motion passed without objection.

- 13a.** By approval of the Consent Agenda Motion, the Commission approved a change order in the amount of \$83,790 with Russell Marine, LLC, for payment of Allowable Overdepth Dredging charges associated with construction of Oil Dock 14.

- 13b.** By approval of the Consent Agenda Motion, the Commission approved a change order in the amount of \$117,818.78 with W.T. Byler for the Nueces River Rail Yard Phase II project to construct a temporary entrance road into the M&G plant and Oil Dock 14.
- 13c.** By approval of the Consent Agenda Motion, the Commission awarded a construction contract in the amount of \$48,959 to T&T Construction, the lowest and best bidder based on bids received on August 30, 2016, for construction of a shoreline revetment west of Bulk Dock 2.
- 13d.** By approval of the Consent Agenda Motion, the Commission awarded a construction contract in the amount of \$195,034 to J.J. Davidson Ltd., the lowest and best bidder based on bids received on August 12, 2016, for marine improvements at Oil Docks 2.
- 13e.** By approval of the Consent Agenda Motion, the Commission approved a purchase order in the amount of \$62,500 for the PCCA's 25% operations and maintenance cost-share for the U.S. Army Corps of Engineers design and project coordination of levee improvements at Dredge Material Placement Area 13.
- 13f.** Action on this agenda item was postponed until the special called meeting of the Commission on September 29, 2016.
- 13g.** By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract with CH2M Hill Engineers Inc. in the amount of \$98,170 to perform underwater pre and post-dredging inspections of Oil Docks 1,2,4,7,8, and 11; Cargo Docks 8 and 9; and Bulk Dock 2.
- 13h.** By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract with Lockwood, Andrews & Newnam Inc. in the amount of \$25,150 for engineering services to complete the final design of Phase I of the storm water quality improvements at the Bulk Terminal.
- 13i.** By separate motion duly made and seconded, the Commission approved a Professional Engineering Services Contract with CH2M Hill Engineers Inc. in the amount of \$100,000 for engineering services associated with the design of waterfront facilities and related infrastructure at the PCCA's La Quinta property.
- 13j.** By approval of the Consent Agenda Motion, the Commission approved Service Order No. 7 in the amount of \$68,455.10 under Master Agreement No. 06-14 with Apex Titan Inc. for environmental consulting services related to continued delineation of a historical release of hydrocarbons to soils and groundwater on PCCA property located along Up River Road south of Tule Lake.

- 13k.** By approval of the Consent Agenda Motion, the Commission approved an amendment to Service Order No. 7 in the amount of \$16,000 under Professional Services Master Agreement No. 13-05 with CH2M Hill Engineers Inc. (for a to-date total of \$220,380) for engineering services associated with upgrades and repairs to the marine structures at Bulk Dock 2.
- 13l.** By separate motion duly made and seconded, the Commission approved a First Amendment of Lease with Maritime Berthing Inc. giving MBI an option to extend its existing lease agreement for a layberth for two LMSR military vessels at Bulk Dock 3 and Cargo Docks 14 and 15 until December 31, 2016.
- 13m.** By approval of the Consent Agenda Motion, the Commission approved the Second Amendment to the First Amended and Restated Leased Property Access Agreement with Corpus Christi Liquefaction, LLC, to widen access and drainage easements at the La Quinta Terminal site in San Patricio County.
- 13n.** By approval of the Consent Agenda Motion, the Commission approved an Electrical Transmission Lines Easement and Right-of-Way Agreement with AEP Texas Central Company for connection to the AEP Hecker Substation at the La Quinta Terminal site.
- 13o.** By separate motion duly made and seconded, the Commission authorized staff to issue a Request for Qualifications for Design-Build services for lighting and energy conservation improvements at the Southside Cargo Terminal and the Ortiz Center.
- 13p.** By approval of the Consent Agenda Motion, the Commission approved an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purchase of law enforcement investigative equipment.

**14. EXECUTIVE DIRECTOR REPORT AND COMMISSIONER COMMENTS:**

- 14a.** The Executive Director submitted his report on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month – Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.
- 14b.** Mr. Zahn asked for comments from Port Commissioners.

**15. EXECUTIVE SESSION**

***At 10:55 a.m., Mr. Zahn announced that the Commission would go into executive session pursuant to §551.071, §551.072 and §551.087 of the Texas Government Code to deliberate agenda items 12l, 15a, 15b, 15c, 15d, and 15e, which were described in the agenda of the meeting as follows:***

- 12l.** Approve the first reading of a Franchise Agreement granting Valero Refining-Texas, L.P., the right to cross the south bulkhead line of the Tule Lake Channel from its property adjacent to the Channel and related rights.
- 15a.** The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA is encouraging to locate in San Patricio County and with which PCCA is conducting economic development negotiations.
- 15b.** The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.
- 15c.** The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property on the south side of the Inner Harbor and to receive legal advice from PCCA counsel regarding the acquisition costs for this property.
- 15d.** The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property on the south side of the Inner Harbor and to receive legal advice from PCCA counsel regarding the acquisition costs for this property.
- 15e.** The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing certain PCCA real property on the north side of the Ship Channel.

***At 1:13 p.m. the Commission reconvened into open session to consider Agenda Item 12l.***

- 12l.** On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, the first reading of a Franchise Agreement granting Valero Refining-Texas, L.P., the right to cross the south bulkhead line of the Tule Lake Channel from its property adjacent to the Channel and related rights.
- 16.** There being no further business, the meeting adjourned at 1:14 p.m.



**OFFICIAL MINUTES OF PORT COMMISSION MEETING  
SEPTEMBER 29, 2016**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Thursday, September 29, 2016, at 9:00 a.m., for a special called meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. David Engel  
Ms. Barbara Canales  
Mr. Richard Valls  
Mr. Richard L. Bowers  
Mr. Wes Hoskins

**Absent:** Mr. Wayne Squires

**Present:** Mr. John P. LaRue  
Mr. Sean Strawbridge  
Mr. Darrin Aldrich  
Ms. Patricia Cardenas  
Ms. Rosie Collin  
Mr. Dennis DeVries  
Mr. Tyler Fuhrken  
Ms. Sandra Terrell Davis  
Mr. David Krams  
Mr. Ruben Medina  
Mr. Tom Mylett  
Ms. Nelda Olivo  
Ms. Lynn Angerstein  
Mr. Russell Cordo  
Ms. Sherry DuBois  
Mr. Brett Flint  
Ms. Natasha Fudge  
Mr. Jim Haley  
Mr. Ray Harrison  
Mr. Dan Koesema  
Ms. Jennifer Powell  
Ms. Leslie Ruta  
Ms. Sonya Sosa Lopez

**Others Present:** Mr. Leo J. Welder, Jr.  
Mr. Dane Bruun

**Others Present:** Mr. Sonny Boyd  
So. Tx. Waterway Advisory Council

Mr. Danny Clark  
Cori Engineering  
Mr. Sidney Faas  
Mr. Martin Timmerman  
CH2M Hill  
Mr. Brian Cohorst  
Martin Midstream  
Mr. Chris Ramirez  
Caller-Times  
Capt. Joe Harrington  
Valero

1. Chair Zahn called the meeting to order and asked for Conflict of Interest Affidavits. None were submitted.

2. The Commission and audience received a safety briefing.

**3. OPEN AGENDA**

**3a.** Chairman Zahn appointed Ms. Canales to the United Corpus Christi Chamber of Commerce Board.

**3b.** On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission approved the following resolution:

**RESOLUTION OF APPRECIATION  
FOR ANN VAUGHAN, PRESIDENT/CEO  
PORT ARANSAS CHAMBER OF COMMERCE & TOURIST BUREAU**

**WHEREAS**, Ann Bracher Vaughan, as a native Texan, has spent over 40 years living and working in and promoting South Texas; and

**WHEREAS**, Ann Vaughan, a graduate of Texas Tech University, has used her agricultural and business background to create, manage, and promote financial and business development and tourism programs in both the private and public sectors during her public life; and

**WHEREAS**, Ann Vaughan has held numerous positions of import and influence including Executive Director of the Uvalde Chamber of Commerce, Vice President of NBC Bank Uvalde, Economic Development Director of the Middle Rio Grande Development Council, Development Director of Adobe Eco-Systems, Ltd., and finally President/CEO of the Port Aransas Chamber of Commerce and Tourist Bureau (since 1998); and

**WHEREAS**, Ann Vaughan has been fully involved in the life of South Texas as a City Council Member for the City of Uvalde, Texas; Chair of the Leona River Park Improvement Project; member of the Bi-National Tourism Steering Committee, the Southwest Texas Junior College/Ford Foundation Rural Community College Initiative, and the Rotary Clubs in both Port Aransas and Uvalde; President of the Texas Coastal Bend Regional Tourism Council; Membership Chair of the Texas Travel Industrial Association Board of Directors; member of the Board of Directors for the Texas Association of Convention and Visitors Bureau; and advisor to the Port Aransas Art Center Board of Directors; and

**WHEREAS**, Ann Vaughan has received numerous awards and made many accomplishments including Port Aransas Boatmen Volunteer of the Year (three times); Texas Coastal Bend Regional Tourism Council Kay Wolfe/Rob Early Award (the only three-time recipient of this award); Texas Travel Industry Association Mark of Distinction and Nature Tourism Achievement Awards; Texas Chamber of Commerce Executives Award (for 15 years of service); Texas Festivals & Events Association Marketing Award for the Whooping Crane Festival; Nueces County Commissioners Court Tourism Award; the Texas Parks & Wildlife Department Vicennial Award for the Great Texas Birding Classic; and

**WHEREAS**, Ann Vaughan has created and worked projects locally, regionally, nationally, and internationally that have benefitted south Texas; and

**WHEREAS** Ann Vaughan's time and talents are responsible for the Coastal Bend's tremendous growth as one of the premiere destinations on the Texas Gulf Coast.

**NOW THEREFORE BE IT RESOLVED** that the Port Commission of the Port of Corpus Christi Authority expresses its sincere gratitude to Ann Vaughan for her 40 years of service to South Texas and the Coastal Bend Community and acknowledges its appreciation of her as a loyal friend and supporter.

**BE IT FURTHER RESOLVED** that this Resolution be made a part of the permanent minutes of this Port Commission and that a copy of the Resolution be furnished to Ann Vaughan. Unanimously adopted this 29<sup>th</sup> day of September 2016.

\*\*\*\*\*

**3c.** On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved, in the form presented to the meeting, a Professional Services Contract with AECOM in the amount of \$243,843 for a Waterway Planning Study of the Corpus Christi Ship Channel.

**3d.** On motion made by Mr. Valls and seconded by Mr. Engel, the Commission awarded a construction contract to Russell Marine, LLC, the lowest and best bidder based on bids received on September 27, 2016, in a total amount of \$17,001,600 consisting of a) Base Bid of \$15,442,100; b) Additive Bid Item 1 for two additional mooring structures at a cost of \$484,000; c) Additive Bid Item 2 for the barge access and fender system at a cost of \$1,075,500; and d) acceptance of Additive Bid Item 5 at \$11.00/CY should it be needed during construction.

**3e.** On motion made by Mr. Valls and seconded by Mr. Hoskins, the Commission approved, in the form presented to the meeting, an Assignment and Assumption Agreement with Martin Operating Partnership, L.P., and a Novation Agreement with Martin Operating Partnership, L.P., and John Zink, LLC, regarding a Purchase Contract for a Vapor Combustion Unit associated with construction of Public Oil Dock 15.

#### **4. EXECUTIVE SESSION**

***At 9:08 a.m., Mr. Zahn announced that the Commission would go into executive session pursuant to §551.071 and §551.072, of the Texas Government Code to deliberate agenda items 4a and 4b, which were described in the agenda of the meeting as follows:***

**4a.** The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the La Quinta Channel and to receive legal advice from PCCA counsel regarding the acquisition of this property.

**4b.** The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding the enforcement of a PCCA contract.

***At 10:55 a.m. the Commission reconvened into open session***

**5.** There being no further business, the meeting adjourned at 10:56 a.m.



# SAN PATRICIO

ECONOMIC DEVELOPMENT CORPORATION

Presentation to the Port of  
Corpus Christi

OCTOBER 18, 2016



# SAN PATRICIO

ECONOMIC DEVELOPMENT CORPORATION

JoAnn Ehmann - Chairman  
ster Edwards - Executive Director

THANK YOU FOR YOUR SUPPORT



# Our Goals

Community Outreach

Community Co – Operation

Business Retention

Business Recruitment



# Community Outreach

- ▶ Presentations / Visibility
  - ▶ Chambers of Commerce
  - ▶ Rotary and Kiwanis Clubs



# Partner's Breakfast

- ▶ 370 total attendees in 7 Breakfasts
- ▶ Average : 53 per event

Next Breakfasts :

- ❖ Sinton – November 9
- ❖ Taft – December 7



# Community Co – Operation

San Patricio County

Chambers of Commerce

Cities and their EDC's

► Port

► CCRED



# Community Co – Operation

- ▶ Military Taskforce

- ▶ Private Businesses

- ▶ Workforce

- ▶ School Districts

- ▶ 4A and 4B Boards



# Business Retention

- ▶ Housing Study – Dr. Lee
- ▶ Traffic Study – Hwy 361
- ▶ Infrastructure
- ▶ Contacting Existing Industry



# Job Access Reverse Commute Grant Traffic Study





# Business Recruitment

- ▶ Land Inventory
- ▶ CCREDC Certified Sites
- ▶ Contacting Site Selectors and Consultants
- ▶ Prospects



# Our Goals

Community Outreach

Community Co – Operation

Business Retention

Business Recruitment



# SAN PATRICIO

ECONOMIC DEVELOPMENT CORPORATION

Thank you for your  
support.



# Coastal Bend Bays & Estuaries Program

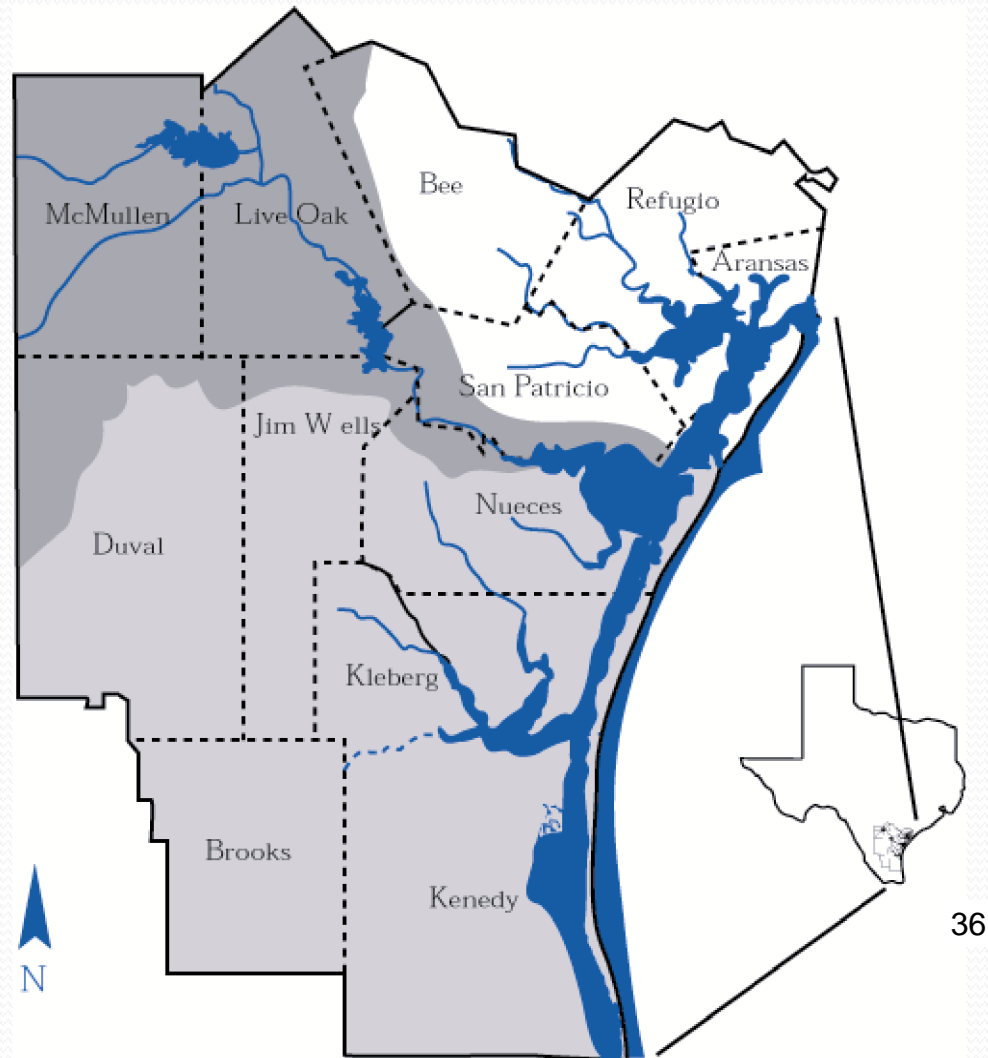
Protecting and Restoring the Bays & Estuaries of the  
Texas Coastal Bend



Ray Allen  
Executive Director 35  
[rallen@cbbep.org](mailto:rallen@cbbep.org)

# Coastal Bend Bays & Estuaries Program

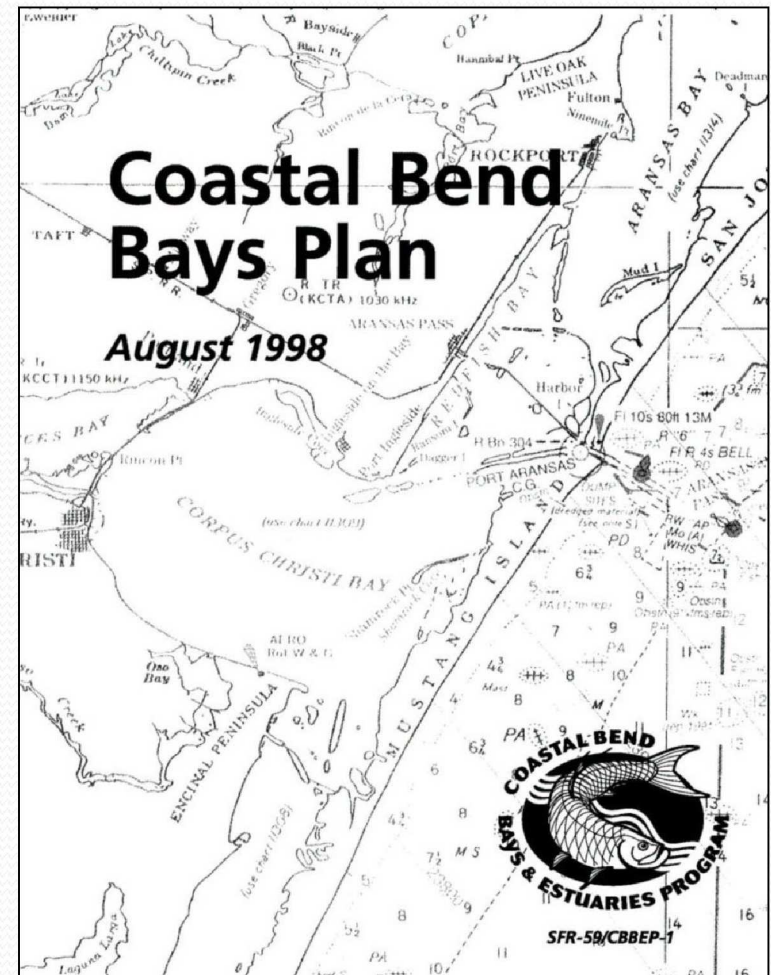
- Local non-profit 501(c)(3)
- Established in 1999
- Non-regulatory, voluntary partnership effort
- Mission: implement *Coastal Bend Bays Plan*





# Coastal Bend Bays Plan

- Hundreds of Volunteers
- 4 years of work
- 7 Major Priority Areas Identified
- Currently under revision



## CBBEP Priorities



- ✓ Public Access and Recreation
- ✓ Environmental Education
- ✓ Water Quality and Freshwater Inflow
- ✓ Habitat Protection and Restoration
- ✓ Fish and Wildlife Conservation
- ✓ Maritime Commerce and Dredging
- ✓ Monitoring & Research



## CBBEP Funding Partners

- U.S. EPA
- TCEQ
- Port of Corpus Christi
- City of Corpus Christi
- Port Industries of Corpus Christi
- San Patricio County
- Nueces County
- City of Aransas Pass
- City of Ingleside
- City of Portland
- City of Port Aransas
- City of Rockport
- Aransas County

## Coastal Bend Habitats



- Open Water 275,000 acres
- Seagrass Beds 92,000 acres
- Coastal Marshes 113,000 acres
- Wind-Tidal Flats 21,400 acres
- Hard Substrate Reefs 4,000 acres
- Shoreline 13,000 miles





# CBBEP Efforts

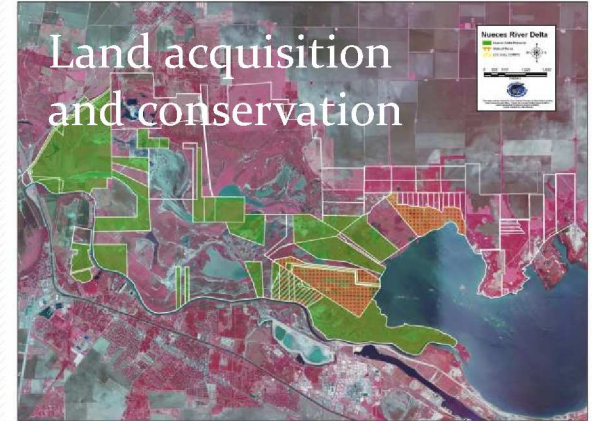
Invasive plant removal



Water quality research



Land acquisition and conservation



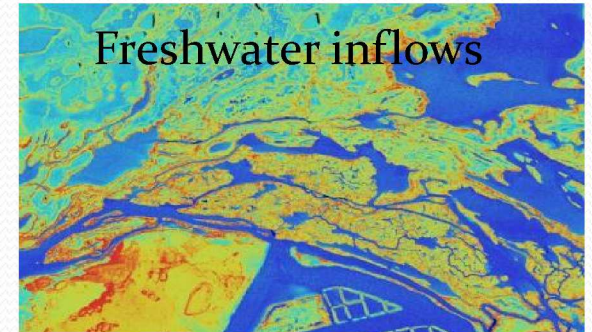
Shoreline Protection



Marsh Restoration



Freshwater inflows



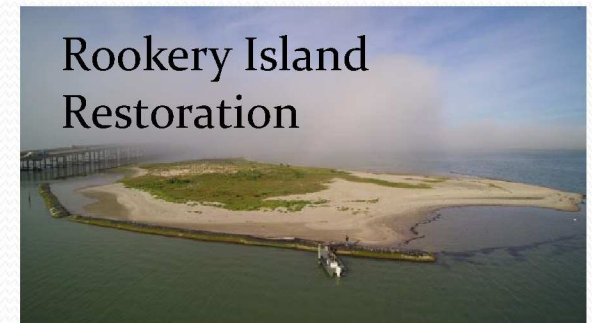
Environmental Education



Study health of biological communities



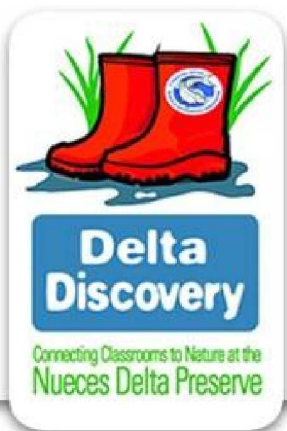
Rookery Island Restoration





# Land Conservation and Stewardship Program

- Permanent protection of valuable habitats
- Manage 12,000 acres in the Coastal Bend
- Nueces Delta Preserve
  - Research projects
  - Delta Discovery





# Environmental Education Program

- Delta Discovery – K-12 Education Program
- 8,000 – 10,000 students a year to Nueces Delta Preserve
- Scheduled site visits and teacher workshops





# Coastal Bird Program

- Colonial Waterbird Management: predator control, planting vegetation, install nesting platforms, install informational signage.
- Migratory Bird Research: trapping and tagging species of concern.





# Fiscal Year 2016 Highlights

- Nueces Marsh Restoration
- Egery Island Restoration
- Matagorda Island Restoration
- Environmental Monitoring
- Nueces Delta Preserve Expansion





# Nueces Bay Marsh Restoration

- 160 acre marsh created
- \$5.3 million dollar, 10 year effort
- Multiple partners and volunteers





# Egery Island Restoration

- 600 acre hydrologic/marsh restoration
- Culvert replacement
- \$1.323 million





# Matagorda Island Restoration

- 2,500 acre hydrologic/marsh restoration
- \$1 million dollar, multi-year effort





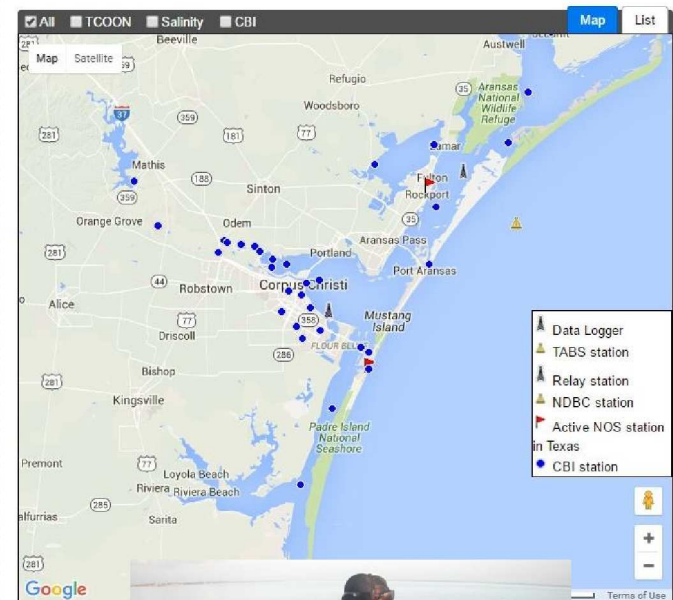
# Environmental Monitoring and Research

## Partners

- Texas A & M – Corpus Christi
- Harte Research Institute
- Conrad Blucher Institute
- Center for Coastal Studies
- University of Texas Marine Science Institute
- Mission-Aransas National Estuarine Research Reserve
- Texas A & M – Kingsville
- Texas Parks and Wildlife Department
- U.S. Fish and Wildlife

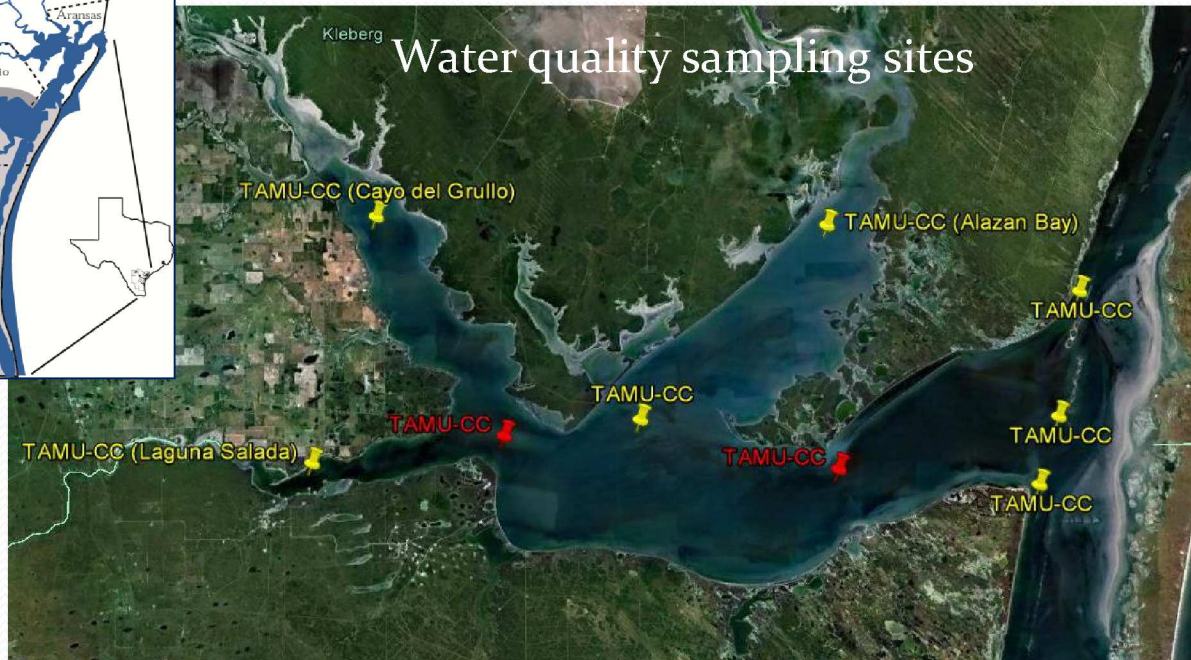
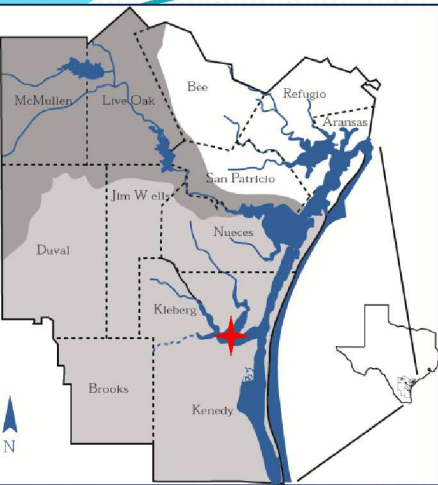
## STATIONS MAP & REAL-TIME DATA

CBI manages a large coastal observation system with all data provided in near real-time. All the data collected are publicly accessible on this website. Some data are accessible via WindInfo (361-992-1WIND or 361-992-9463), an automated phone system that provides the general public with wind and water conditions for a select group of stations within the network.





# Baffin Bay Study Group



- Multi-year effort
- Volunteer monitoring program funded by Celanese
- Continuous water quality monitoring
- Black drum and benthic studies



Acoustic fish tags





# Nueces Delta Expansion

- Purchased the final piece in a multi-year effort to acquire the entire 4,737 acres of what once was the Dos Rios Division of Wyatt Ranches
- Nueces Delta Preserve now 10,500 acres





# Industry Partnership Opportunities at the Delta

- CITGO – Caring for our Coast
- M&G – Mitigation project
- Chenier – Conservation Easement
- Port Industries of CC – Volunteer Day
- Flint Hills – Delta Discovery
- Pipeline corridors





# FY 2017 Comprehensive Workplan

- 3 Core Programs (Land Conservation, Coastal Bird Program, Environmental Education)
- Water & Sediment Quality – Bacterial Source Tracking at Cole and Ropes parks, Plastic Debris Loading in CC Bay, Marine Debris Prevention – CC Bay, Water Quality Monitoring (Nueces Delta, Baffin Bay)
- Education and Outreach – Earth Day Bay Day, Coastal Issues Forums, Env. Awards Banquet
- Human Uses – Interpretive Signage at Nueces Delta Preserve and Packery Flats, Animal Rehabilitation Keep public access and education
- Habitat and Living Resources – Brazilian peppertree treatments, enhancing freshwater sources for Whooping Crane, Nueces Delta Imagery Acquisition and Sea level Rise Assessment.



Implementation Team Meeting



Bays Council Meeting



# Thank You



## Contact Information

(361) 336-0304

rallen@cbbep.org

info@cbbep.org

*Stay Connected*

[www.cbbep.org](http://www.cbbep.org)



Coastal Bend Bays & Estuaries Program

CBBEP Coastal Bird Program

Coastal Bend Bays & Estuaries Program – Nueces Delta Preserve

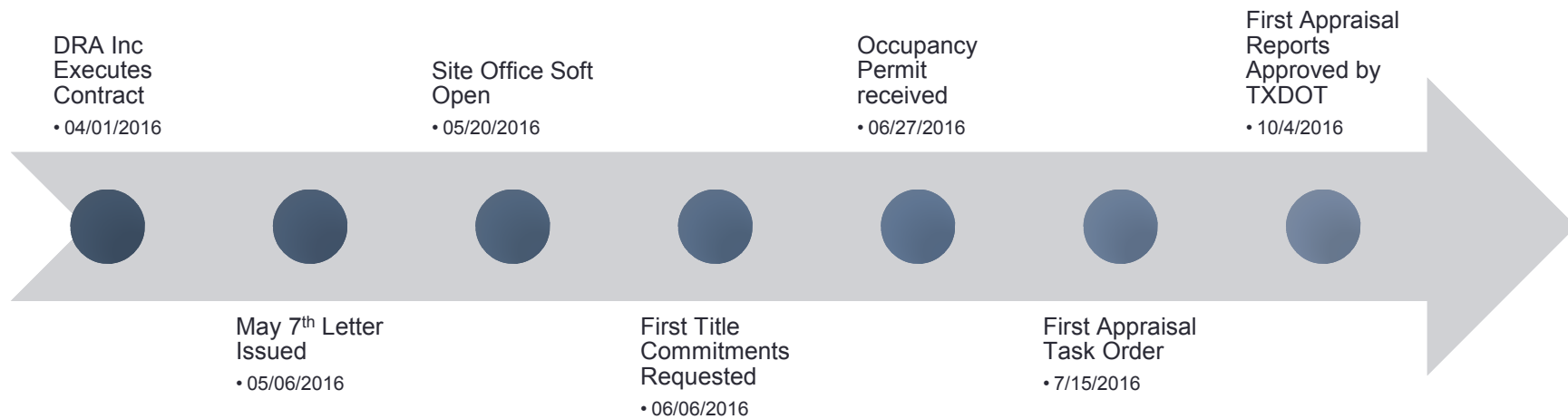




## Hillcrest / Washington – Coles Voluntary Real Estate Acquisition & Relocation Program

### 3<sup>rd</sup> Quarter Commissioners Report

# Program Recap



# May 7<sup>th</sup> Letter Summary

- Initial Mailing list – 541
  - Additional Parcels Identified – 4
  - Total Parcels – 545
- 
- Parcels Identified as Vacant Lots – 41
  - Parcels Non-Eligible – 6
  - Parcels Expressing an Interest in Program – 224
  - Parcels on hold/ vacant homes/ non-responsive - 274



## Since we last met...

|                               | Then | Now * |
|-------------------------------|------|-------|
| Interest in Selling           | 149  | 187   |
| Confirmed Program Eligibility | 82   | 141   |
| Title Commitments Requested   | 153  | 182   |
| Appraisals Requested          | 65   | 100   |
| Appraisals Approved by TXDOT  | 0    | 4     |
| Offers Presented              | 0    | 0     |
|                               |      |       |

\* As of 10/6/16

# Appraisal to Offer Process

|    |  |
|----|--|
| 1  | Appraisal report is requested  |
| 2  | Initial appraisal report is submitted to Appraisal reviewer  |
| 3  | Appraisal reviewer notifies appraisers of items needing clarity  |
| 4  | Once Appraisal reviewer and appraiser have consensus, appraisal reviewer uploads A-5 and A-10 to SharePoint. |
| 5  | DRA issues A-5 and A-10 to TXDOT as soon as reports are submitted  |
| 6  | DRA initiates preparation of acquisition and relocation packets.   |
| 7  | TXDOT issues submittal acceptance and recommendation of A-5 and A10 to POCCA                                 |
| 8  | DRA finalizes acquisition packets, including review by Acquisition Manager                                   |
| 9  | DRA issues acquisition packet to TXDOT for review.   |
| 10 | TXDOT issues submittal acceptance and recommendation of acquisition packet to POCCA.                         |
| 11 | POCCA issues transmittal / checklist to DRA team   |
| 12 | DRA finalizes relocation packet, including review by Relocation Manager.                                     |
| 13 | DRA sends relocation packet to TXDOT for review  |
| 14 | TXDOT reviews relocation submittal, issues Submittal Acceptance and Recommendation to POCCA                  |
| 15 | POCCA reviews, confirms by executing transmittal/checklist   |
| 16 | POCCA issues transmittal / checklist to DRA team   |
| 17 | Acquisition and relocation packets are presented to owner  |

**Legend**

- Port Authority (PA)
- Acquisition Agent (AA) or Relocation Agent (RA)
- Texas Department of Transportation (TxDOT)
- Landowner
- Decision
- Document

July 27, 2016

# Community Engagement



## July, August, September Brief list of Workshops

1. Budgeting Basics
2. City Liaison role and available City Services
3. Understand, Build, Repair and Manage your credit
4. The ABC's of Appraisals
5. Tenant Workshop
6. Owner Occupied Property
7. Become a First Time Homebuyer (City Liaison)
8. The Southeast Texas Housing (SETH) Program (City Liaison)
9. Understanding Real Estate Documents
10. Understanding the loan process

In Q3 DRA focused on the property owners in the program area that did not respond to the May 7<sup>th</sup> letter by:

- Visiting 95 non-responsive owner / parcels
- Hiring an ice cream truck
- Walking and Driving through Neighborhood
- Working with City Liaison to identify properties in Hillcrest by current utility use.
- By engaging CAB members to bring small groups to the site office
- By attending church services
- By asking each stakeholder to reach out to their neighbors
- By meetings with Social Service Agencies with clients in Hillcrest



# Community Engagement

From Q2 – Q3 there has been:

- ◀ An increase in participation by 18%.
- ◀ Since May 7<sup>th</sup>, there has been an increased participation in workshops and office visits of both onsite and offsite owners totally 58%.

In Q3, there has been:

- ◀ 137 one-on-one interactions with program residents
- ◀ DRA attended 7 Citizen Alliance meetings, and 3 Community Advisory Board “CAB” meetings.
- ◀ DRA started a “My Brother’s Keeper” initiative that identifies block leaders in the community to engage non-respondent residents.



# Q and A

**Site Office**

**2301 N. Port Avenue  
Corpus Christi, TX 78401**

**361-232-5083**

**Thank you!**



**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** Sarah L. Garza, Director of Environmental Planning & Compliance  
[sarah@pocca.com](mailto:sarah@pocca.com)  
(361) 885-6163

***AGENDA ITEM NO. 12.a***

**Approve a Professional Engineering Services Contract in the Amount of \$469,837 with Cardno, Inc. for a Master Plan of the Bulk Terminal**

**SUMMARY:** Staff requests award of a Professional Engineering Services Contract to Cardno, Inc. in the amount of \$469,837 for engineering services to complete a Master Plan for the Bulk Terminal.

**BACKGROUND:** The Bulk Terminal has operated under an existing Master Plan for the last 30 years. However, the previous Master Plan is now outdated and there are new cargo opportunities at the Bulk Terminal that are consuming all available improved public pad facilities and spilling over to storage yards outside the facility. There are also identified opportunities to create efficiencies in the existing petroleum coke and sulfur handling operations to reduce the footprint and improve the operations. A Market Study for the Bulk Terminal is ongoing and the results are expected to present possible future cargo opportunities. The lease agreements for the petroleum coke pads at the Bulk Terminal are nearing the end of their terms and the Master Plan timing is critical to take advantage of opportunities to make necessary changes. A Master Plan will evaluate and plan for all the current and future cargo opportunities and implementation of improvements for more efficient terminal operations. The Master Plan would provide conceptual designs of layouts for the Bulk Terminal that take into consideration material handling operations, truck traffic, rail operation, access points for the terminal and provide for efficient configurations that would also reduce the various material handling operation footprints. The Master Plan will also provide for the construction of Bulk Dock 3 and related unloading crane and conveyor systems to replace the gantry crane at Bulk Dock 1 and the transition to Bulk Dock 3 with minimal downtime. Finally, the Master Plan will look at options for redevelopment of Bulk Dock 1.

Staff prepared and advertised a Request for Qualifications for professional engineering services for development of a Master Plan for the Bulk Terminal. Eleven statements of interest were received and evaluated by an evaluation committee made up of Port staff from the Bulk Terminal working group. Cardno, Inc. appeared to be the most qualified firm based on the published evaluation criteria in the Request for Qualifications. Staff has negotiated the attached Professional Engineering Services Contract which includes



standard contract terms and conditions, Master Plan scope of work, and the cost estimate and timeline for completion of the Master Plan.

**ALTERNATIVES:** There are no alternatives to having a current Master Plan for the Bulk Terminal.

**CONFORMITY TO PORT POLICY:** The Request for Qualifications conforms to the Port's procurement policy. The creation of a Master Plan for the Bulk Terminal aligns with the Port's strategic plan.

**EMERGENCY:** N/A.

**FINANCIAL IMPACT:** This project is included in the 2016 budget.

**STAFF RECOMMENDATION:** Staff recommends award of a Professional Engineering Services Contract to Cardno, Inc. in the amount of \$469,837 for engineering services to complete a Master Plan for the Bulk Terminal.

**DEPARTMENTAL CLEARANCES:**

|                        |                                     |
|------------------------|-------------------------------------|
| Originating Department | Environmental Planning & Compliance |
| Reviewed By            | Sarah Garza                         |
| Legal                  | Jimmy Welder                        |
|                        | Dane Bruun                          |
| Senior Staff           | John LaRue                          |
|                        | Sean Strawbridge                    |
|                        | Jarl Pedersen                       |

**LIST OF SUPPORTING DOCUMENTS:**

Professional Engineering Services Contract with Cardno, Inc.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

**THIS CONTRACT** (the “Contract”) is made and entered into effective as of the \_\_\_\_ day of October, 2016 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Cardno, Inc. (“Engineer”), each a “Party” and collectively as “Parties”.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. CONTRACT:** Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference. Engineering designs, reports, drawings and specifications prepared hereunder will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

**2. PERIOD OF SERVICE:** The Engineer shall complete the Services on or before May 31, 2017 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, or (3) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

**3. COORDINATION OF SERVICES BY AUTHORITY:** Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Sarah L. Garza, Director of Environmental Planning & Compliance  
Port of Corpus Christi Authority  
P.O. Box 1541, Corpus Christi, Texas 78403  
Office – (361) 885-6163  
[sarah@pocca.com](mailto:sarah@pocca.com)

Authority may change the Project Representative at any time by giving the Engineer written notice of such change.

**4. NOTICES:** Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority:     Attention: Sarah L. Garza  
                                  Port of Corpus Christi Authority  
                                  P.O. Box 1541  
                                  Corpus Christi, Texas 78403  
                                  E-mail: [sarah@pocca.com](mailto:sarah@pocca.com)

If to the Engineer:     Attention: John Pauling  
                                  Cardno, Inc.  
                                  505 Quail Court  
                                  Sewell, NJ 08080  
                                  E-mail: [john.pauling@cardno-gs.com](mailto:john.pauling@cardno-gs.com)

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

**5. CHANGES:** This Contract may be changed or modified at the request of either the Engineer or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

**6. ENGINEER'S RESPONSIBILITIES:** In addition to all other obligations contained herein, the Engineer agrees, warrants, and represents that:

6.1     The Engineer will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2     The Engineer shall perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3     The Engineer will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4     The Engineer is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;



6.5 In performing the Services, the Engineer will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Engineer disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Engineer does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Engineer's Opinions of probable cost or other forms of cost estimates will be based on the Engineer's experience, the design, and current market conditions to the extent practicable. Authority hereby acknowledges that Engineer cannot warrant that estimates of probable cost provided by Engineer will not vary from actual market prices obtained by Authority;

6.8 Engineer is an independent contractor for the performance of his duties under this Contract. Accordingly, the Engineer shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Engineer's activities in accordance with this Contract. Engineer is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Engineer, or Engineer's employees performing work on the Project;

6.9 Engineer has and hereby retains full control of any supervision over the Engineer's obligations hereunder and over any persons employed or subcontracted by the Engineer for performing Services hereunder;

6.10 Engineer will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Engineer will only render advice to Authority and will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use, promotional materials containing reference to or images related to the work produced under this Contract.

**7. COMPENSATION:** The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Four Hundred Sixty-Nine Thousand, Eight Hundred Thirty-Seven Dollars (\$469,837). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

**8. INVOICE PROCEDURE AND PAYMENT:** Engineer shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

**9. INSURANCE:** Engineer shall procure and maintain at its sole expense, for as long as Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Engineer from claims which may arise out of or result from Engineer's Services pursuant to this Contract, whether such operations be by Engineer, by any subcontractor of Engineer, by anyone directly or indirectly employed by Engineer or Engineer's subcontractor, or by anyone for whose acts Engineer or Engineer's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Engineer will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

**10. INDEMNIFICATION AND RELEASE.** Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract.

**The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.**

Engineer's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Engineer under this Section 10 shall survive the end of the Term of the Contract.

**11. LIMITATION OF LIABILITY:** Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

**12. DISCLOSURE OF INTERESTED PARTIES:** Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Engineer submits the signed contract to Authority.

**13. ASSIGNMENT:** Neither Authority nor Engineer will assign or transfer its interest in this Contract without the written consent of the other.

**14. SUSPENSION OR TERMINATION:** Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Contract. **Under no circumstances may Engineer claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Engineer's negligence or failure to perform shall not affect the Engineer's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.



**15. DISPUTES:** Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Engineer, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

**16. ATTORNEY'S FEES, DEFAULT:** In the event Engineer or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

**17. STAFFING:** Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Engineer's previously assigned personnel, including Engineer's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

**18. OWNERSHIP OF WORK PRODUCT:** Studies, plans, reports, surveys, drawings, specifications, cost estimates, computations and other information (collectively "Work Product") and documents prepared by the Engineer, subconsultants, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Engineer, subconsultants, and/or suppliers.

**19. CONFIDENTIAL INFORMATION:** It is understood that information developed by or communicated to Engineer in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Engineer in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Engineer will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Project Representative or as otherwise required by law. In the event the Engineer becomes aware that confidential information must be disclosed under a legal requirement, Engineer will notify Authority of the requirement and the affected information.

**20. FORCE MAJEURE:** Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

**21. SEVERABILITY and WAIVER:** If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

**22. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

**23. OPEN RECORDS:** The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

**24. NO ORGANIZATIONAL CONFLICT OF INTEREST:** Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Engineer's objectivity in performing the services under this Contract is or might otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or

potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

**25. DEFAMATION:** The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

**26. HEADINGS:** All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

**27. ENTIRETY OF CONTRACT:** This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

*[Signature page follows this page]*



**IN WITNESS WHEREOF**, this Contract is made effective as of the Effective Date.

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS**

**By:** \_\_\_\_\_  
Name: John P. LaRue  
Title: Executive Director  
Date: \_\_\_\_\_

“Authority”

**CARDNO, INC.**

**By:** John D. Pauling  
Name: John D. Pauling  
Title: National Director  
Date: October 10, 2016

“Engineer”

## **EXHIBIT A**

### **SERVICES**

The Engineer will develop a master plan for the Bulk Terminal (“Master Plan”) in accordance with the terms and conditions set forth in this Contract. A map providing the current layout of the Bulk Terminal and associated acreages is attached as **Figure 1**. A map providing the greater area around the Bulk Terminal that can also be considered for future expansion is provided as **Figure 2**.

The professional services to be performed by the Engineer in development of a Master Plan will generally include the following:

- Review and evaluate existing terminal and operations
  - Site visit for kickoff and meeting with terminal operators
- Review and evaluate existing information, reports and studies for the Bulk Terminal including cargo detail, operations, work flows, maintenance requirements, environmental controls, permits, market study, traffic/cement facility siting study, past master plan documents, etc.
- Review and evaluate existing and currently planned equipment, infrastructure, access points, roads, and rail.
  - Review effects of the rebuilding of the Tule Interchange Yard and recommended best use of these tracks for the Bulk Terminal.
  - Recommend improvements for improving rail efficiency within the Bulk Terminal.
- Review current concepts of Bulk Dock 3 and develop additional concepts for Bulk Dock 3 design based on current and near future cargo opportunities.
- Develop plan for transfer of operations at Bulk Dock 1 to Bulk Dock 3.
- Develop plan for future use of Bulk Dock 1 and recommend needed modification for other suitable use as a multi-purpose dock (dry bulk/general cargo dock facility).
- Review and evaluate current tenant operations and recommend options for consolidation and optimization of petroleum coke handling and sulfur operations for single operator and Terminal Use Agreements.
- Development of Bulk Terminal layout options accounting for projected growth and optimization of operations and associated costs.
  - Conduct operations analysis for material handling operations
  - Develop alternative conceptual designs
  - Prepare material handling general arrangement drawings including plans, elevations and sections
  - Develop needed equipment selections and conveyor calculations
  - Prepare civil works layouts, drawings and calculations
    - Utilize topographic and hydrographic surveys to be provided by the Authority
    - Utilize existing geotechnical data to be provided by the Authority
  - Develop conceptual level construction cost estimates

- Review and evaluate road and rail traffic, staging areas and access to the terminal and facilities within the terminal.
- Develop plan for improvement of existing infrastructure, including access points, roads and rail.
- Prepare draft and final Master Plan detailing relevant concepts, estimated costs, assumptions and transition plans and provide 10 hard copies and one electronic PDF file. Conceptual drawings will also be provided in electronic CAD format and as GIS shape files in a format compatible with ESRI ArcGIS.

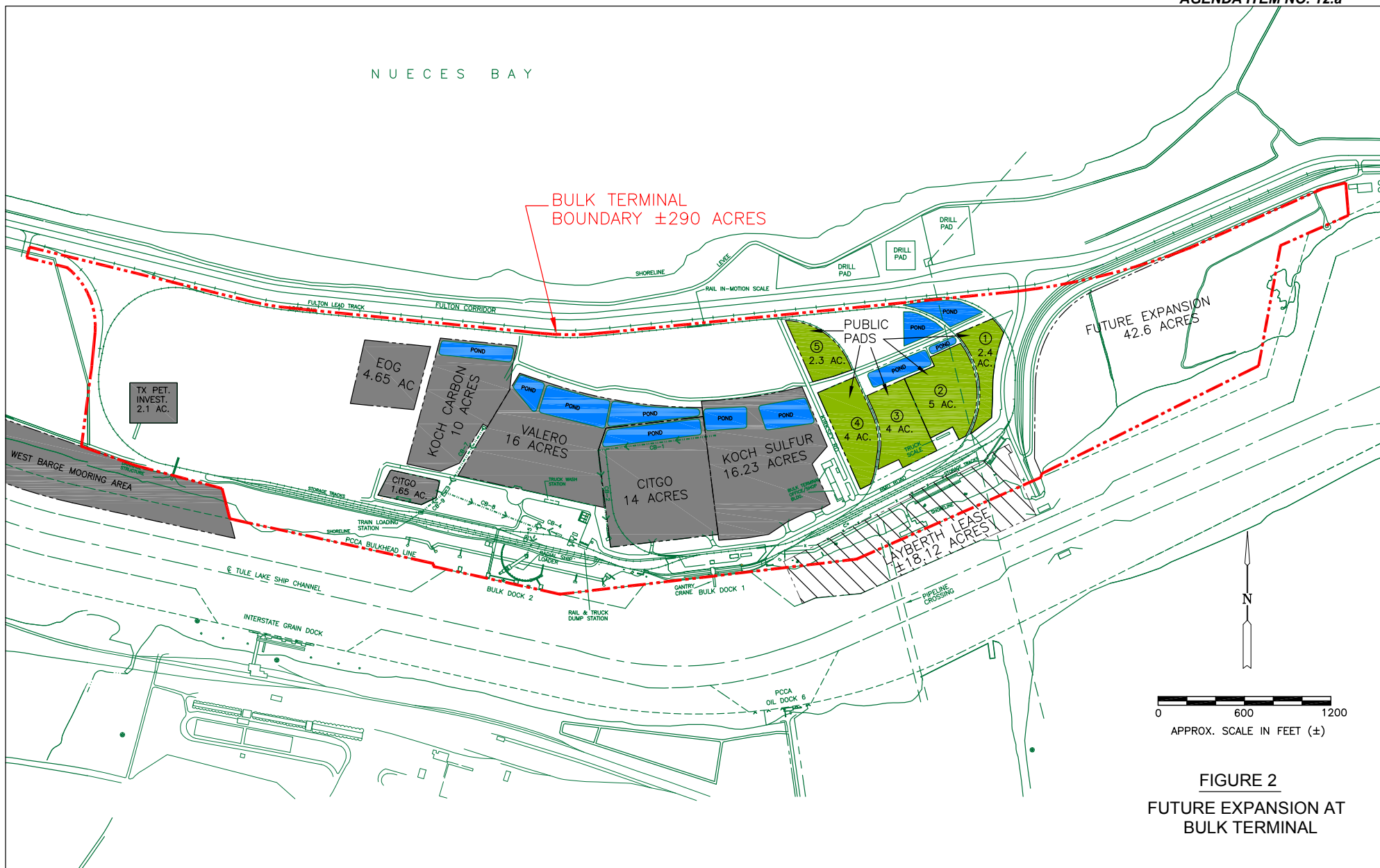
Additionally, Engineer will not limit efforts to the development of the Master Plan to only those concepts that have already been considered or suggested by Port staff but will provide a complete evaluation of terminal configurations and layouts including lessons learned, experiences and current best practices in other similar facilities. Concepts will be prepared as not less than 30% design drawings.

Service Schedule:

| <b>Description</b>   | <b>Due Date</b> |
|--|-----------------|
| Notice to Proceed  | 10/21/2016      |
| Initial Document Requests by Engineer to Authority   | 10/21/2016      |
| Initial Document Requests Received by Engineer from Authority  | 10/26/2016      |
| Kick Off Meeting Between Authority and Engineer  | 11/11/2016      |
| Milestone 1 – Analysis of Existing Terminal and Presentation of Preliminary Recommendations in Interim Report to Authority | 12/5/2016       |
| Milestone 2 – Market Demand and Bulk Terminal 3 Concepts Workshop with Authority   | 12/16/2016      |
| Milestone 3 – Preliminary Findings and Preliminary Design Layout Options to Authority                                      | 1/20/2017       |
| Milestone 4 – Master Plan Workshop with Authority  | 3/3/2017        |
| Milestone 5 – Final Master Plan Report to Authority  | 4/14/2016       |







**EXHIBIT B**

**FEE SCHEDULE**

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not to exceed \$469,837, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in the attached **Table 1 – Budget Estimate**. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer's performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer's actual cost.

Not later than the twentieth (20th) day of each calendar month, Engineer shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, the hourly rates charged, pre-approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.



TABLE 1

Cardno Inc.  
Port of Corpus Christi Bulk Terminal - Master Plan  
Budget Estimate  
10/3/2016

[illegible]

**EXHIBIT C**  
**INSURANCE**

Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

|    | <u>TYPE OF INSURANCE</u>     | <u>LIMITS OF LIABILITY</u>                          |
|----|------------------------------|---|
| A. | Workers' Compensation        | Statutory   |
| B. | Employer's Liability         | \$500,000 per Occurrence<br>\$500,000 Aggregate     |
| C. | Commercial General Liability | \$1,000,000 per Occurrence<br>\$2,000,000 Aggregate |

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

|    |                               |                          |
|----|-------------------------------|--------------------------|
| D. | Business Automobile Liability | \$500,000 per Occurrence |
|----|-------------------------------|--------------------------|

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

|    |                        |             |
|----|------------------------|-------------|
| E. | Professional Liability | \$1,000,000 |
|----|------------------------|-------------|

Engineer will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Engineer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Engineer's employees fall within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Engineer, and Engineer shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Engineer's liability shall not be limited to the specified amounts of insurance required herein.



**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** David Krams, P.E., Director of Engineering Services  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

***AGENDA ITEM NO. 12.b***

**Award a Construction Contract in the Amount of \$1,312,799 to Max Underground Construction, LLC, the Lowest and Best Bidder Based on Bids Received on September 27, 2016, for the Sam Rankin Street Improvements Project Associated with an Interlocal Cooperation Agreement with the City of Corpus Christi to Perform Road and Utility Improvements with Approximately \$997,700 in Construction Costs to be Reimbursed to the PCCA**

**SUMMARY:** Staff requests award of a construction contract to Max Underground Construction, LLC, for the Sam Rankin Street Improvements. On September 27, 2016, we received five responses to our Notice to Bidders (see attached Bid Tabulation). Max Underground Construction, LLC, submitted the lowest and apparent best bid at \$1,312,799.00 for the Base Bid.

**BACKGROUND:** The PCCA utilizes Sam Rankin Street from Port Avenue to Resaca Street to transport material and equipment unloaded off ships at Cargo Dock 8 to the Al Speight Military Rail Yard and adjacent storage areas. The existing road structure and drainage on this portion of Sam Rankin Street are not adequate for the heavy truck traffic, and the road surface has deteriorated to a point where major reconstruction or replacement is necessary. The Sam Rankin Street right-of-way from Port Avenue to Brewster Street belongs to the PCCA, and south of Brewster Street to West Broadway is owned by the City of Corpus Christi (City).

For an efficient approach to upgrade the relatively short section of roadway with segments owned by the PCCA and the City, the PCCA and City negotiated a cost-share agreement, which was approved by the Port Commission on March 17, 2015. Under the interlocal agreement with the City, design and construction costs for the project are shared 24% PCCA and 76% City. The PCCA is only responsible to pay for the pavement and drainage improvements within the limits of Sam Rankin Street owed by the PCCA. Utility, drainage improvements, and paving outside of PCCA property limits will be the City's financial responsibility.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

**EMERGENCY:** No.

**FINANCIAL IMPACT:** The 2016 Budget included \$1,980,000.00 for design and construction of this Capital project.

**STAFF RECOMMENDATION:** Staff recommends award of a contract to Max Underground Construction, LLC, in the amount of \$1,312,799.00 for the Base Bid. Staff further recommends that the Director of Engineering Services be granted a 3% contingency in accordance with the PCCA's standard contingency guidelines for general construction projects. It is estimated that approximately \$997,700 will be reimbursed by the City per the terms of the Interlocal Agreement.

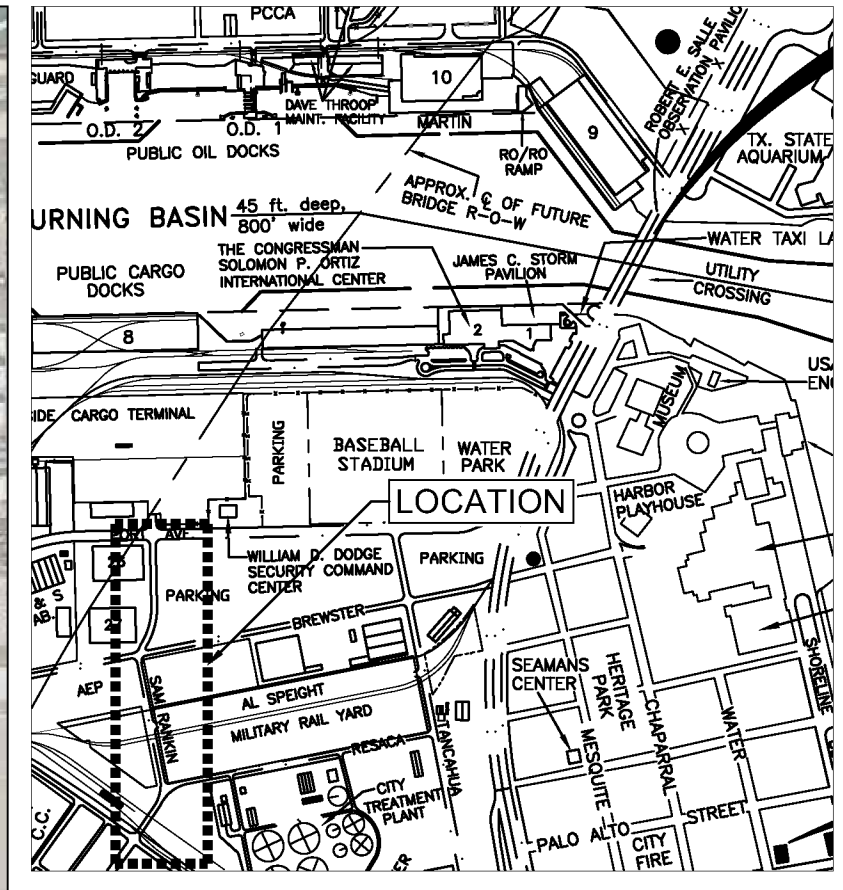
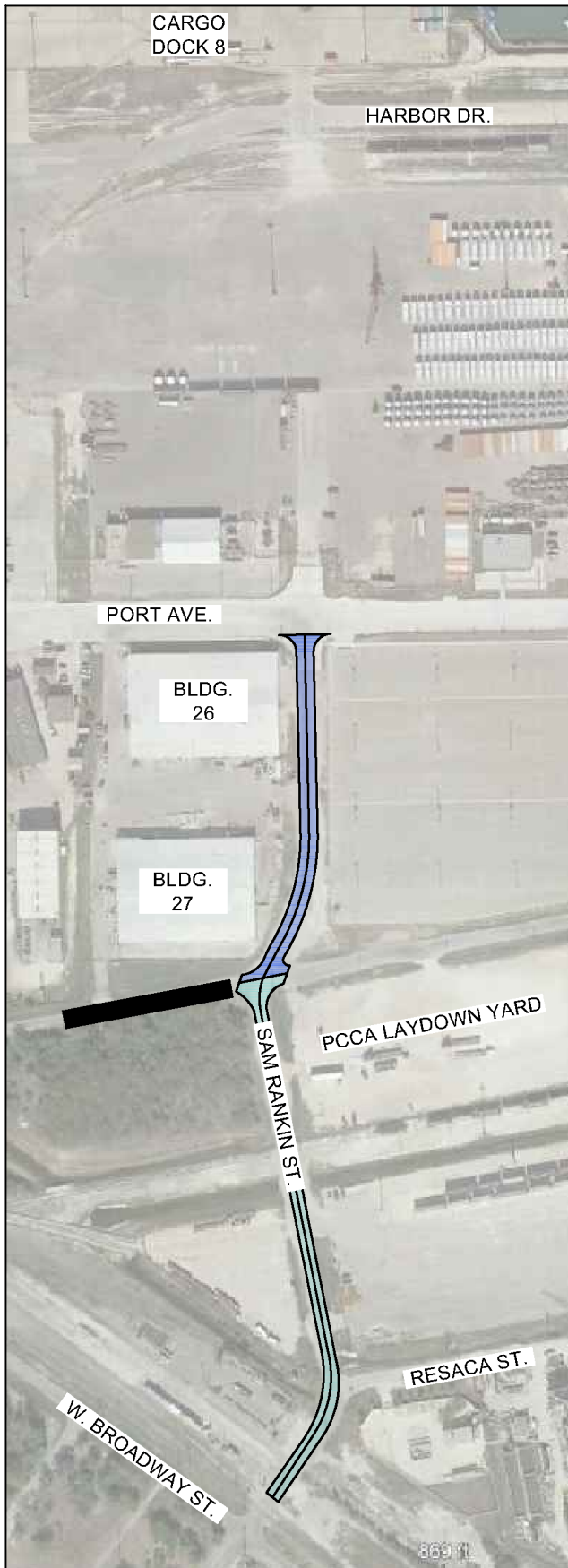
Max Underground Construction, LLC has recently performed work for the PCCA on the Joe Fulton International Trade Corridor water line extension project, awarded March 2016, with satisfactory results.

**DEPARTMENTAL CLEARANCES:**

|                        |  |
|------------------------|--|
| Originating Department | Engineering Services   |
| Reviewed & Approved    | David Krams  |
|                        | Dave Michaelson  |
|                        | Bert Perez   |
| Legal (N/A)            | Staff will use PCCA's standard form of construction contract |
| Senior Staff           | John LaRue   |
|                        | Sean Strawbridge   |
|                        | Jarl Pedersen  |

**LIST OF SUPPORTING DOCUMENTS:**

Bid Tabulation  
Map Exhibit



## LEGEND

- PCCA SECTION
- CITY SECTION

h:\ben vasquez\drawings & exhibits\sam rankin.dwg



PORT OF CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

## RECONSTRUCTION OF SAM RANKIN ST.

86

SCALE: AS NOTED  
OWN. BY: BEN V

EXHIBIT "A"

DATE: 2016/10/13  
TIME: 09:18:27



**AGENDA ITEM NO. 12.b**

**BID TABULATION FOR SAM RANKIN STREET IMPROVEMENTS**  
**PROJECT NO. 15-053A**  
**Bid Opening: September 27, 2016 at 3:00 PM**

| Company Name                            | Bid Bond<br>or Check | Base Bid <sup>A</sup> | Addendum No. 1 |
|---|----------------------|-----------------------|----------------|
| <b>Max Underground Construction LLC</b> | <b>5%</b>            | <b>\$1,312,799.00</b> | <b>x</b>       |
| Haas-Anderson Construction Ltd.         | 5%                   | \$1,331,000.00        | x              |
| Garrett Construction Company            | 5%                   | \$1,430,491.65        | x              |
| Salinas Construction Technology         | 5%                   | \$1,662,532.59        | x              |
| Berry Contracting, L.P. dba Bay Ltd.    | 5%                   | \$1,723,512.60        | x              |
|   |                      |                       |                |
|   |                      |                       |                |
|   |                      |                       |                |
|   |                      |                       |                |

<sup>A</sup> BASE BID: Scope of work consists of the full depth reconstruction, widening, and paving of approximately 1,500 linear feet of Sam Rankin Street. Work includes removing existing utilities, and providing storm water system, pavement, utilities, curb & gutter, rail crossings, stabilized subgrade, limestone base, hot mix asphalt paving, concrete driveways, pavement striping, street signs, and seeding. This is a Lump Sum bid item.

Read By: David Krams, P.E.  
 \_\_\_\_\_  
 Tabulated By: Lynn Angerstein  
 \_\_\_\_\_  
 Checked & Prepared By: Lucy Betancourt  
 \_\_\_\_\_  
 Date: 09-27-2016  
 \_\_\_\_\_

**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** David L. Krams, P.E., Director of Engineering Services  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

***AGENDA ITEM NO. 12.c***

**Approve an Amendment to Service Order No. 9 in the Amount of \$399,225 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for Engineering Services Associated with the New Oil Dock 15 Project**

**SUMMARY:** Staff requests approval of an amendment to Service Order 9 with CH2M Hill Engineers Inc. (CH2M), under an existing Professional Services Master Agreement, for engineering services associated with design of Oil Dock 15 at a cost not to exceed \$399,225.

**BACKGROUND:** On May 17, 2016, the Commission approved a lease agreement (Lease) with Martin Operating Partnership L.P. (Martin) for the construction and operation of a new oil dock, Oil Dock 15. This new oil dock, which will be owned by the PCCA and used exclusively by Martin, will support Martin's liquid bulk loading operations that will cease at Cargo Dock 10 due to the construction of the New Harbor Bridge (see attached exhibit). Per the terms of the Lease, the PCCA is responsible for the design and construction of the dock structure, slip, and loading / unloading equipment.

CH2M initiated design and permitting efforts for the proposed dock through a contract with Martin. Under terms of the lease and to move forward with the project on a timetable that meets the anticipated needs of our customer, staff negotiated a new Service Order with CH2M, under the existing Professional Services Master Services Agreement 13-05, to continue engineering and design services.

On January 19, 2016, the Commission approved an initial Service Order 8 with CH2M for a not-to-exceed amount of \$150,000, subject to PCCA staff and Martin reaching an agreement on the lease terms and conditions for Oil Dock 15, though the design requirements had not yet been fully defined. A subsequent Service Order 9 in the amount of \$779,500 was approved by the Commission on February 16, 2016 to cover design costs for the new Oil Dock and included a five percent contingency in the amount of \$38,975 to cover minor changes in the scope of work during project design, although the final agreement with Martin and final design criteria were not complete. As the scope of the project became better defined, CH2M and their sub-consultants conducted additional

studies and design efforts for Oil Dock 15 that were not anticipated at the time the initial service orders were awarded. This work was included in design efforts to keep the project on schedule and has been coordinated with Martin.

The scope of work for the amendment to Service Order 9 includes additional engineering services to complete final designs of the ship dock, oil handling equipment, mechanical/electrical components, instrumentation, site access control, and upland infrastructure and marine loading arms. Key additional work components generally include: additional coordination with the U.S. Army Corps of Engineers for regulatory and real estate permits (\$15,250), design of an independent barge fender system with a portable gangway and stairs to support barge operations (\$62,000); incorporation of quick release hooks and catwalk access in lieu of mooring bollards (\$8,500); design of two loading arms in lieu of reusing the existing hose tower assembly at Cargo Dock 10, including additional design of new PLC controls (\$67,300); design of dock safety unit support grating deck platform (\$13,500); design of third marine loading arm and adjustments to dock layout and associated piping and equipment (\$62,300); design of electrical building foundation (\$13,200); design of secondary containment sump and foundation for hydraulic loading arms and dock equipment and piping (\$60,800); incorporating performance requirements for dock commissioning, integration of new PLC controls with existing marine terminal system (\$20,200); hydraulic assessment of proposed offsite crude pipeline for coordination with proposed dock piping system (\$10,100); and, other design services required to complete the project. The Martin lease agreement includes a Preliminary Cost Projection, which identifies an anticipated project design and permit coordination budget of \$1,114,062. The sum total of design services for the project (Service Order No. 8, Service Order No. 9, and this proposed Contract Amendment No. 1) is \$1,367,700.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** Design of this project was included in the 2016 Capital Budget. The project is consistent with a goal in the PCCA 2025 Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** The design cost with the amendment exceeds that originally projected in the Preliminary Cost Projection; however, the total project costs are in line with the budget in the Lease.

**STAFF RECOMMENDATION:** Staff recommends approval of an Amendment to existing Service Order 9 with CH2M Hill Engineers Inc., under Professional Services Master



Agreement 13-05, for additional engineering services associated with the design of Oil Dock 15 at a cost not to exceed \$399,225.

**DEPARTMENTAL CLEARANCES:**

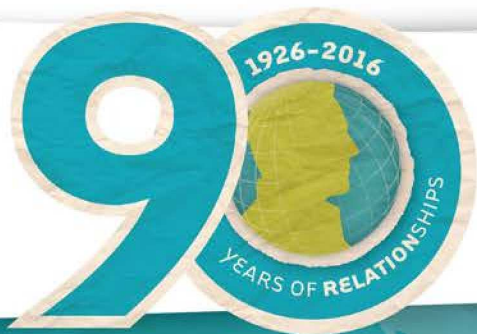
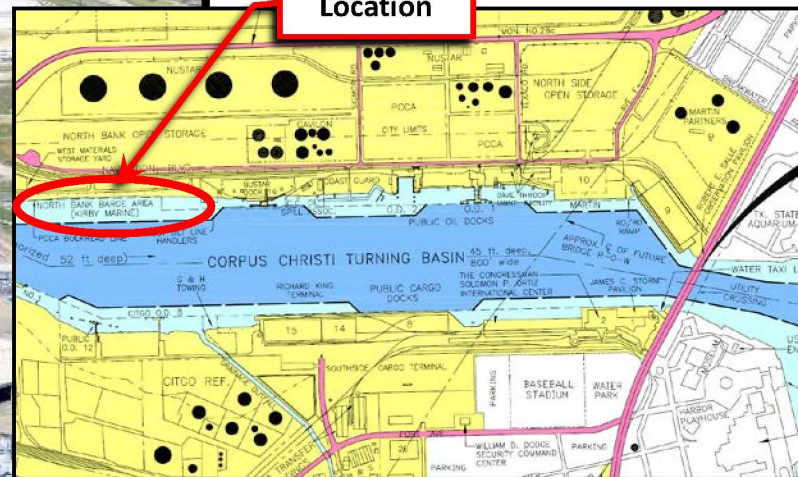
|                        |   |
|------------------------|---|
| Originating Department | Engineering Services  |
| Reviewed & Approved    | David Krams<br>Brett Flint  |
| Legal (N/A)            | Staff will modify scope and fee to standard Service Order template. |
| Senior Staff           | John LaRue<br>Sean Strawbridge<br>Jarl Pedersen                     |

**LIST OF SUPPORTING DOCUMENTS:**

Map of Proposed Oil Dock 15 Location

Proposed  
Public Oil Dock 15

Location



PORTCORPUS CHRISTI™

**DATE:** October 18, 2016  
**TO:** Port Commission  
**FROM:** David L. Krams, P.E., Director of Engineering Services  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

***AGENDA ITEM NO. 12.d***

**Approval to Lease a New Modular Office Building from  
Satellite Shelters, Inc., Using Government Pricing from the  
State of Texas Buy Board Cooperative Program**

**SUMMARY:** Staff requests approval to enter into a lease agreement in the amount of \$4,935 per month for a term of 36 months with Satellite Shelters, Inc., using government pricing from the State of Texas Buy Board Cooperative Program, for a 41'3" x 120' modular office building.

**BACKGROUND:** With the expanding operational and administrative demands associated with the growth at the Port of Corpus Christi Authority, there is an immediate need for additional office space. In order to satisfy this immediate need, staff proposes to place a new modular office building in the parking lot on the north side of the Annex Building along Shoreline Blvd (see attached site plan). The proposed modular office building will include approximately 4,950 square feet of office space including thirteen offices, an open area for cubicles, rest rooms, and a break room. This will provide much needed office space for any of the PCCA's expanding departments. The monthly lease price is \$4,935 for a term of 36 months. The agreement will also require \$62,298 in one time charges for delivery, set-up, skirting, and construction of stairs and ADA ramps, dismantling and return shipping. The total cost for the 36 month term and one time charges is \$239,958.

Estimated ancillary costs are as follows:

|                                       |                 |
|---------------------------------------|-----------------|
| Utilities (Water, Sewer and Electric) | \$35,000        |
| Networking equipment                  | \$16,000        |
| Networking Wiring                     | \$20,000        |
| Foundation Design                     | \$4,500         |
| City Permit Fees                      | \$10,000        |
| <u>Total</u>                          | <u>\$85,500</u> |

The total estimated cost for installation of the building, utilities and networking is \$325,458. Note: other items that may be required for the office building including office furniture, copy machines, phones, storage, etc. are estimated to be in the range of \$30,000 to \$50,000.



Satellite Shelters, Inc. is a registered vendor in the Buy Board National Purchasing Cooperative. The Buy Board purchasing alliance was created to serve public schools, municipalities, county government, and all types of local governmental agencies by combining the purchasing power of membership to achieve better pricing. Through a competitive solicitation and selection process, suppliers are awarded master agreements for goods, products, and services. These master agreements are then made available to participating public agencies and are conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practice. Purchases and leases through these alliances eliminates the open bid requirement because the competitive procurement process has been completed with the award of the master agreement.

**ALTERNATIVES:** Staff evaluated both leasing and purchasing options and is recommending leasing the modular office building.

**CONFORMITY TO PORT POLICY:** The PCCA has been a member of Buy Board since 2012.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval to enter into a lease agreement for a term of 36 months with Satellite Shelters, Inc., using government pricing from the State of Texas Buy Board Cooperative Program, for a 41'3" x 120' modular office building. Counsel will approve the legal form of the lease agreement before it is signed by PCCA. Staff further recommends approval to expend an amount not to exceed \$85,500 for ancillary costs associated with construction, installation, and setup of the modular office and 5% (\$16,272) of the total estimated cost (\$325,458) in contingency in accordance with the PCCA's standard contingency guidelines for general construction projects.

**DEPARTMENTAL CLEARANCES:**

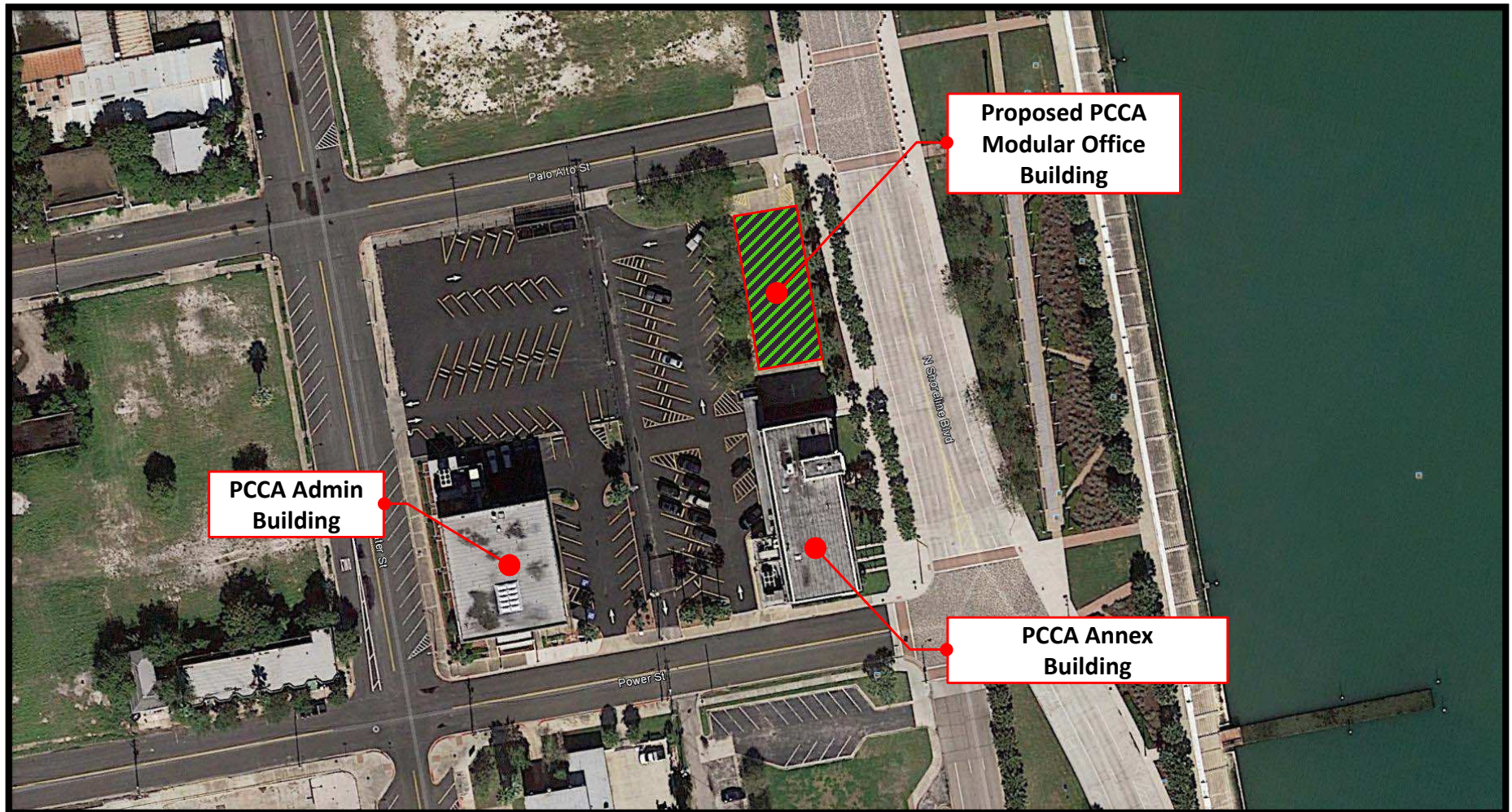
|                        |                      |
|------------------------|----------------------|
| Originating Department | Engineering Services |
| Reviewed & Approved    | David Krams          |
|                        | Dan Koesema          |
| Legal:                 | Dane Bruun           |
| Senior Staff           | John LaRue           |
|                        | Sean Strawbridge     |
|                        | Jarl Pedersen        |

**LIST OF SUPPORTING DOCUMENTS:**

Satellite Shelters, Inc. Proposal  
Map Exhibit



## PCCA Modular Office Building




**Satellite Shelters, Inc. - Quote**

|                 |                                  |              |                                  |
|-----------------|----------------------------------|--------------|----------------------------------|
| Quote Number    | 00066129                         | Address      | 1903 FM 1516 N                   |
| Created Date    | 10/17/2016                       |              | Converse, TX 78109               |
| Expiration Date | 11/12/2016                       |              | USA                              |
|                 |                                  | Prepared By  | Myrtie Austin                    |
|                 |                                  | Phone        | (830) 606-2880                   |
|                 |                                  | Email        | myrtiea@satelliteco.com          |
| Bill To Name    | Port of Corpus Christi Authority | Ship To Name | Port of Corpus Christi Authority |
| Bill To         | Corpus Christi, TX 78402<br>USA  | Ship To      | Corpus Christi, TX 78402<br>USA  |
| Contact Name    | Lynn Angerstein                  |              |                                  |
| Phone           | (361) 816-3613                   |              |                                  |
| Email           | lynn@pocca.com                   |              |                                  |

| Product                | Line Item Description  | Rental Price | Rental Quantity | Rental Term | Sales Price  | Quantity |
|------------------------|--|--------------|-----------------|-------------|--------------|----------|
| Modular Complex        | New 42x120 per customer floor plan                             | \$4,785.00   | 1               | 36.00       | \$245,250.00 | 1.00     |
| Personal Property Tax  | rental assessment (6 floors)                                   | \$150.00     | 1               | 36.00       | \$0.00       | 1.00     |
| Delivery               | Corpus Christi (6 floors)                                      | \$6,660.00   | 1               | 1.00        | \$6,660.00   | 1.00     |
| Set-up                 | set-seam-seal-anchor 6 floors                                  | \$15,680.00  | 1               | 1.00        | \$15,680.00  | 1.00     |
| Skirting               | install smart panel skirting, paint, vent with one access door | \$6,160.00   | 1               | 1.00        | \$6,160.00   | 1.00     |
| Skirting Removal       | removal of skirting billed at return                           | \$2,160.00   | 1               | 1.00        | \$0.00       | 1.00     |
| ADA Ramp               | 6x8 landing/ramp/stairs - switch back                          | \$6,860.00   | 1               | 1.00        | \$6,860.00   | 1.00     |
| Dismantle              | take down 6 floors   | \$14,578.00  | 1               | 1.00        | \$0.00       | 1.00     |
| Return Freight         | Corpus Christi (6 floors)                                      | \$7,200.00   | 1               | 1.00        | \$0.00       | 1.00     |
| Other One-Time Charges | 5x5 landing/stairs   | \$1,500.00   | 2               | 1.00        | \$1,500.00   | 2.00     |

Billing Cycle      Upon Receipt of Invoice

Recurring Charges    \$4,935.00

One-Time Charges    \$62,298.00

*\*These items are billed in advance to lock in quoted rates.*

Project Subtotal      \$239,958.00

Sales Amount          \$283,610.00

*Prices quoted do not include any applicable taxes.  
Project Subtotal includes approximate cost incurred during Rental Term listed. Minimum Rental Term is based on noted Billing Cycle.*



|                             |  |
|-----------------------------|--|
| Certificate of Insurance is | Certificate of Insurance is Required   |
| Additional Comments         | BASED ON BUDGETARY NUMBERS - DOES NOT INCLUDE ANY SITE SPECIFIC SAFETY REQUIREMENTS OR USE OF SPECIAL EQUIPMENT TO SPOT OR SET BUILDINGS |

**TERMS AND CONDITIONS**

*Quote based on availability and credit approval. All charges billed in advance, unless otherwise noted. Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included. Satellite Shelters, Inc. does not warrant that the unit meets local/state codes not specifically stated. Prices assume level truck assessable site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building. Pricing is based on non-prevailing wage rates with use of non-union labor. Permits (except transport) and other scopes of work/additional items, are not included unless specifically listed herein. Quote assumes acceptance of Satellite Shelters, Inc. standard rental/sale/relocation agreements. For Used Sales, all "as is" without warranty expressed or implied.*

*Model numbers, product names, and product descriptions on order and invoice documents may differ from this quote. Clerical errors are subject to correction.*

**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** Dennis DeVries, Finance Director  
dennis@pocca.com  
(361) 885-6139

***AGENDA ITEM NO. 12.e***

**Authorize Staff to Issue a Request for Proposals for  
Property Insurance Coverage**

**SUMMARY:** Staff is requesting Commission approval to issue a Request for Proposals (RFP) for the property insurance program, which expires April 1, 2017.

**BACKGROUND:** For the past several years, PCCA has used its insurance consultant to “shop” the market and negotiate premiums with insurance carriers. The insurance consultant also served as the insurance agent. The insurance consultant would then provide PCCA with a comparison of premiums for the coverage. Although this approach to procuring property insurance has historically yielded positive results, the proposed allocation of market RFP process will promote the highest degree of competitiveness to ensure that PCCA obtains the very best property insurance program at the most fair and reasonable cost.

The upcoming procurement process will consist of two phases, the first being a proposer invitation/questionnaire, which will determine assignments of various insurance markets to the interested proposers. In the second phase, interested proposers prepare their proposals for submission by the deadline specified in the RFP. Once all proposals are received, PCCA will conduct a side-by-side comparison of all premiums and coverage components in order to make a recommendation of award. Additionally, PCCA will utilize the assistance of an independent consultant during the property insurance procurement process. This process fosters competition and is a commonly used methodology for governmental entities.

**ALTERNATIVES:** Assignment of insurance markets is a process where qualified proposers are assigned property insurance markets and are asked to submit a proposal utilizing their assigned markets. An alternative considered was an open request for proposals; however, an open request for proposals approach may allow a single agent to block all insurance markets, thus decreasing competition.

**CONFORMITY TO PORT POLICY:** This conforms to PCCA’s procurement policy.

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** The financial obligation regarding this item is unknown at the current time. Staff will bring a recommendation to the Port Commission for its consideration once the RFP process is concluded.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission authorize the issuance of an RFP for property insurance program.

**DEPARTMENTAL CLEARANCES:**

|                        |                         |
|------------------------|-------------------------|
| Originating Department | Finance/Risk Management |
| Reviewed & Approved    | Dennis DeVries          |
|                        | Donna James-Spruce      |
| Legal                  | Dane Bruun              |
| Senior Staff           | John LaRue              |
|                        | Sean Strawbridge        |
|                        | Jarl Pederson           |

**LIST OF SUPPORTING DOCUMENTS:** N/A



**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** David Krams, P.E., Director of Engineering Services  
Director of Engineering Services  
[Krams@pocca.com](mailto:Krams@pocca.com)  
(361) 885-6134

***AGENDA ITEM NO. 13.a***

**Award a Construction Contract in the Amount of \$109,289.71 to Epic Energy Services, LLC, the Lowest and Best Bidder Based on Bids Received on September 28, 2016, for the Construction of Drainage Improvements for the Nueces River Fishing Area**

**SUMMARY:** Staff requests award of a construction contract to Epic Energy Services, LLC, for the construction of Drainage Improvements for the Nueces River Fishing Area. On September 28, 2016, we received seven responses to our Notice to Bidders (see attached Bid Tabulation). Epic Energy Services, LLC, submitted the lowest and best bid at \$109,289.71 for the Base Bid and Additive Bid Item 1.

**BACKGROUND:** In 2006, the PCCA created a public fishing area located north of the Joe Fulton International Trade Corridor along the Nueces River just west of the Viola Turning Basin. Access to the fishing area is provided by a minimally improved limestone base road used by the public and also used by pipeline companies accessing their assets in the area. The access road is damaged and severely rutted in areas due to the road's increased use and lack of adequate storm water runoff controls and is identified for improvements in the 2016 budget. See attached map exhibit.

Improvements were developed and designed by staff to include a drainage plan that incorporates a drainage ditch along the south side of the river access road to minimize runoff from flowing over roadways and incorporates culverts at the westernmost end of the public area. Improvements to an existing approximately 1,150 foot long service road were also designed to create a shallow berm in this same area to better contain runoff from the Joe Fulton International Trade Corridor as required by existing permits.

**ALTERNATIVES:** The contract documents included Additive Bid Item 1 for a double barreled culvert in order to provide increased drainage capacity during severe storm events. Staff recommends award of Additive Bid Item 1 at the additional cost of \$5,174.40.

**CONFORMITY TO PORT POLICY:** This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to

provide surface infrastructure and services to support maritime and industrial development).

**EMERGENCY:** No

**FINANCIAL IMPACT:** The 2016 Engineering budget included \$50,000 for this project. The recommended award includes the Base Bid (\$104,115.31) and Additive Bid Item 1 (\$5,174.40) for a total of \$109,289.71. Additional costs primarily due to the improvements to the existing service road were not included in the original budget.

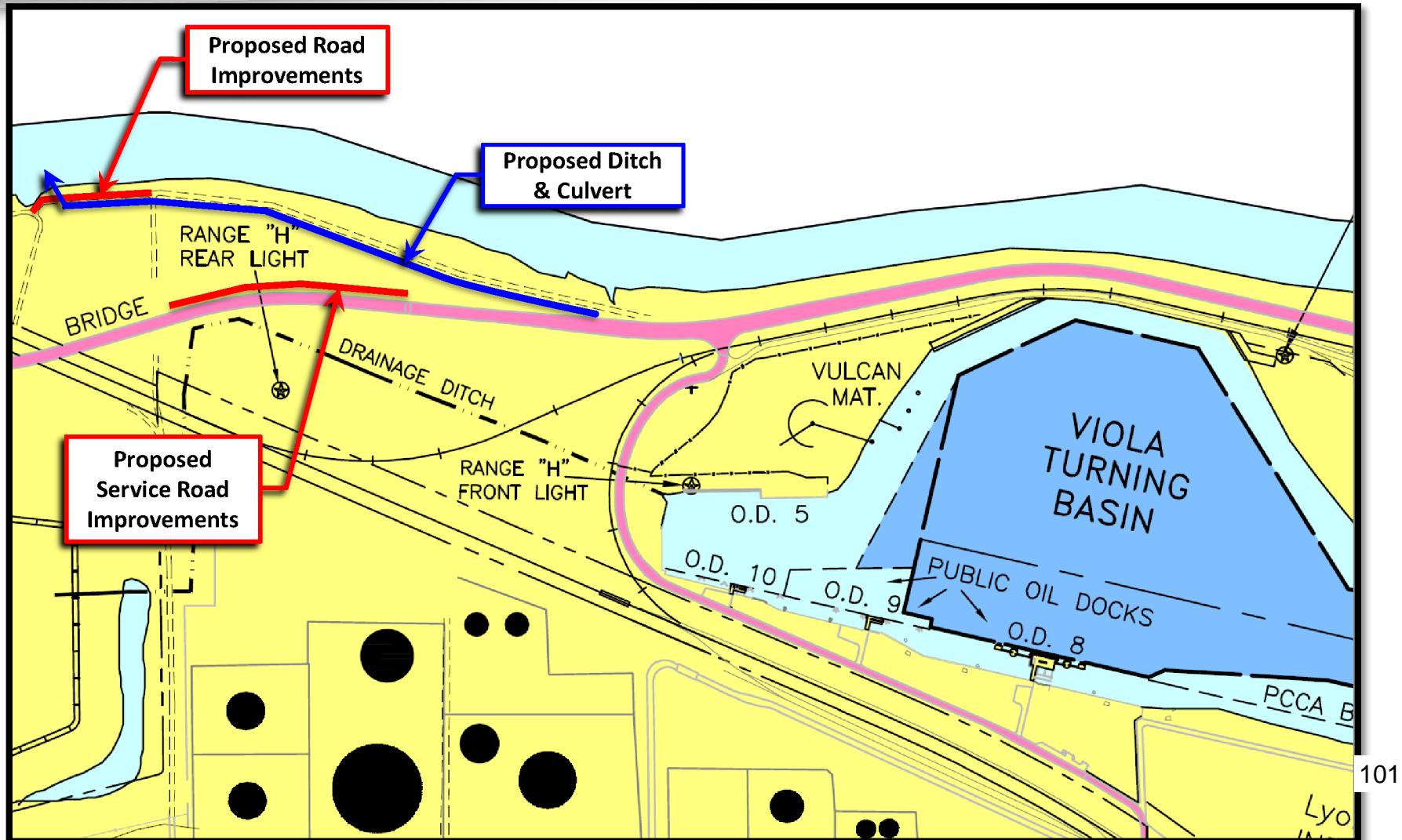
**STAFF RECOMMENDATION:** Staff recommends award of a contract to Epic Energy Services, LLC, in the amount of \$109,289.71 for the Base Bid and Additive Bid Item 1 for the construction of drainage improvements for the Nueces River Fishing Area. Staff further recommends that the Director of Engineering Services be granted a 10% contingency in accordance with the PCCA's standard contingency guidelines for general construction projects.

**DEPARTMENTAL CLEARANCES:**

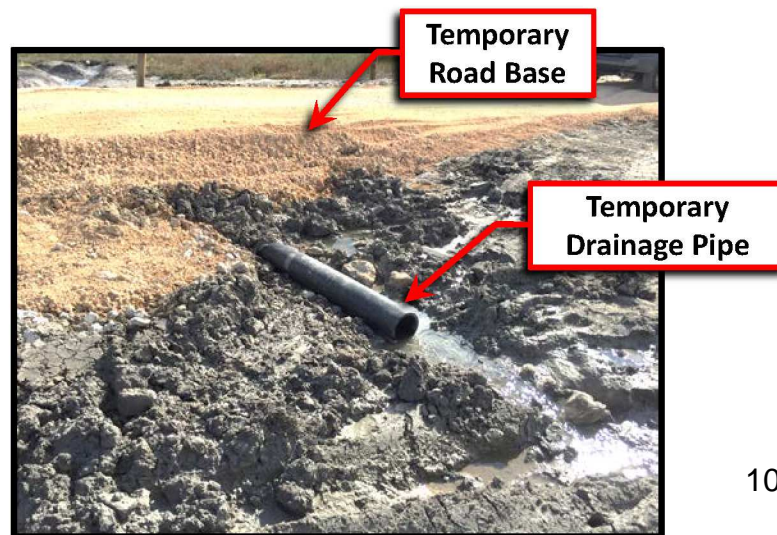
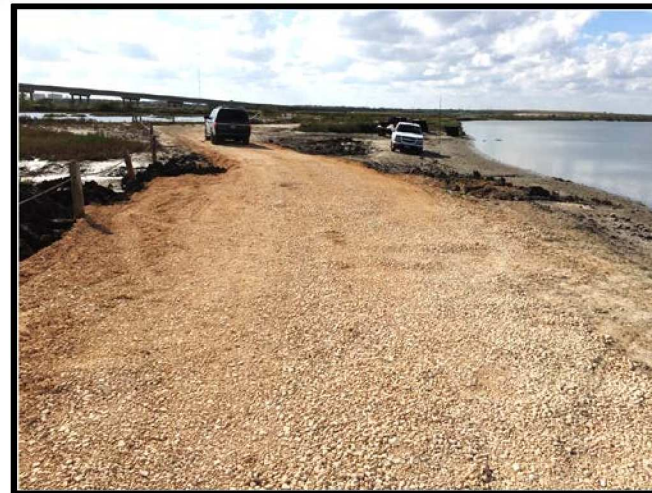
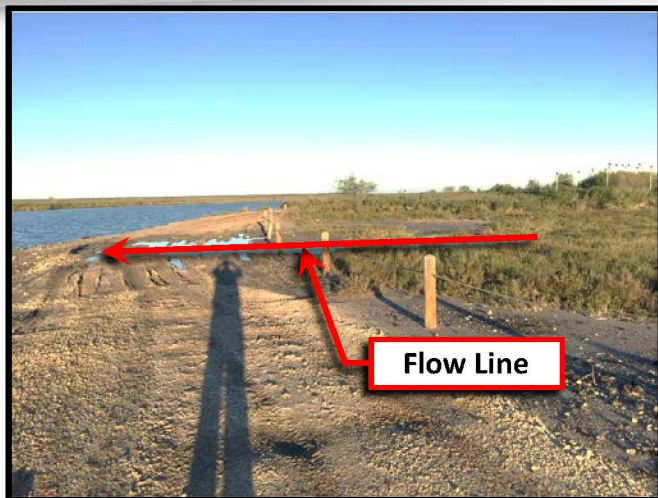
|                        |  |
|------------------------|--|
| Originating Department | Engineering Services   |
| Reviewed & Approved    | David Krams<br>Dave Michaelson<br>Lou Donato<br>Sarah Garza  |
| Legal (N/A)            | Staff will use PCCA's standard form of construction contract |
| Senior Staff           | John LaRue<br>Sean Strawbridge<br>Jarl Pedersen              |

**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit  
Bid Tabulation







**Original Road Condition at West End of Project**

**Temporary Drainage Provisions**

**AGENDA ITEM NO. 13.a**



**BID TABULATION FOR  
DRAINAGE IMPROVEMENTS FOR NUECES RIVER FISHING AREA  
PROJECT NO. 15-015K  
Bid Opening: September 28, 2016 at 2:00 PM**

| Company Name                      | Bid Bond or Check | Base Bid <sup>A</sup> | Additive Bid Item 1 <sup>B</sup> | Addenda  |          |          | Staff's Recommended Award:<br>Base Bid + Add Bid Item 1 |
|-----------------------------------|-------------------|-----------------------|----------------------------------|----------|----------|----------|---|
|                                   |                   |                       |                                  | No. 1    | No. 2    | No. 3    |   |
| <b>Epic Energy Services, LLC.</b> | <b>5%</b>         | <b>\$104,115.31</b>   | <b>\$5,174.40</b>                | <b>x</b> | <b>x</b> | <b>x</b> | <b>\$109,289.71</b>                                     |
| T&T Construction                  | 5%                | \$112,961.00          | \$73,850.00                      | x        | x        | x        | \$186,811.00  |
| ADK Environmental Inc.            | 5%                | \$145,285.00          | \$11,300.00                      | x        | x        | x        | \$156,585.00  |
| Kocurek Land Improvement Inc.     | 5%                | \$170,917.50          | \$9,810.00                       | x        | x        | x        | \$180,727.50  |
| D&B Enterprises, Inc.             | 5%                | \$214,907.00          | \$39,140.00                      | x        | x        |          | \$254,047.00  |
| Salinas Construction              | 5%                | \$225,228.22          | \$19,120.00                      | x        | x        | x        | \$244,348.22  |
| JE Construction Services          | 5%                | \$292,410.00          | \$15,073.00                      | x        | x        | x        | \$307,483.00  |
|                                   |                   |                       |                                  |          |          |          |   |
|                                   |                   |                       |                                  |          |          |          |   |
|                                   |                   |                       |                                  |          |          |          |   |

<sup>A</sup> **BASE BID:** Scope of work consists of installing concrete culvert pipe and headwalls at the specified location, geogrid, constructing drainage channels along the south side of the existing River Access Road, building up the River Access Road at the culvert location and re-grading its length, installing additional roadbase on the existing Service Road to the lines and grades shown on the plans, filling of a depression in the project area, and reseeding all disturbed soil.

<sup>B</sup> **ADDITIVE BID ITEM 1:** Double barreled RCP culvert assembly.

Read By: Dave Michaelson  
 Tabulated By: Lou Donato  
 Checked & Prepared By: Lucy Betancourt  
 Date: 9/28/2016



# Dredging and Maintenance Easement for an Intake Canal and an Outfall Canal on the North side of the Viola Channel



104



**DATE:** October 18, 2016  
**TO:** Port Commission  
**FROM:** Darrin Aldrich, Director of Real Estate  
[Darrin@pocca.com](mailto:Darrin@pocca.com)  
(361) 885-6169

***AGENDA ITEM NO. 13.b***

**Approve an Easement Agreement with M&G Resins USA, LLC, for the installation and maintenance of a water intake basin and a brine water discharge basin to be used in connection with M&G's desalination plant located within their PET and PTA resins plant being constructed on the north side of the Viola Channel**

**SUMMARY:** Staff recommends approval of a Water Intake and Outfall Dredging Easement to permit M&G Resins USA, LLC to extract sea water from the Viola Channel and to discharge the process brine water back into the Viola Channel.

**BACKGROUND:** M&G Resins USA, LLC is in the process of constructing a resins plant on the north side of the Viola Channel. The water supply for the plant will be sea water taken from the Viola Channel and processed into non-potable raw water through a desalination facility located within the plant site. The facility will have the capacity to process 8 million gallons of water per day. At this reach of the ship channel, the water does not extend to the bulkhead line thus requiring canals to be dredged into the channel to allow for the extraction of raw sea water and the discharge of the processed brine water. At the intake location, a canal has been dredged to a depth of -15 feet below the mean low tide line in order to allow M&G to draw a sufficient quantity of water to meet the demands of the plant once it is operational, anticipated to be in the spring of 2017. Similarly, at the outfall location a smaller canal will be dredged to a depth of -15 feet to allow for the discharge and dispersion of the brine water back into the channel. The smaller canal is necessary because most of the raw water produced is lost to evaporation in the cooling towers and the discharge volumes are far less than the intake volumes. The canals will be natural mud bottom with no sheet piles or rock and will not interfere with any maintenance or widening of the channel should it ever be extended to the bulkhead line.

**ALTERNATIVES:** None

**CONFORMITY TO PORT POLICY:** N/A

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** Because this dredging easement is granted as part of the plant design and operation no fee is being charged.

**STAFF RECOMMENDATION:** Staff recommends approval of the Water Intake and Outfall Easement with M&G resins USA, LLC.

**DEPARTMENTAL CLEARANCES:**

Originating Department      Real Estate Department

|                     |                  |
|---------------------|------------------|
| Reviewed & Approved | Darrin Aldrich   |
|                     | Dave Michaelson  |
|                     | Brett Flint      |
| Legal               | Bruce Hawn       |
| Senior Staff        | John LaRue       |
|                     | Sean Strawbridge |
|                     | Jarl Pedersen    |

**LIST OF SUPPORTING DOCUMENTS:**

Map of Intake and Outfall Locations  
Easement Agreement  
Easement Summary

**PORT OF CORPUS CHRISTI AUTHORITY  
EASEMENT SUMMARY**

Grantee: M&G Resins USA, LLC

Easement Location: As depicted on the attached drawing,

Use: For the dredging of a sea water intake canal and the dredging of an additional discharge and dispersion canal.

Term: Initial Term of 30 years beginning on June 28, 2016 and ending on June 27, 2046.

Options: Two (2) additional 10 year extension terms if exercised.

Start Date: June 28, 2016

Fee: \$10.00 other good and valuable consideration

Adjustment of Fee: None

Remarks: This Dredging Easement is being granted to facilitate the construction and operation of M&G Resin's \$1billion PET plastics and PTA plastics plant and is part of a series of agreements associated with the economic incentives contemplated at the time M&G Resins selected the Port of Corpus Christi for the siting of the plant.



**WATER INTAKE AND OUTFALL DREDGING EASEMENT AGREEMENT**

This Water Intake and Outfall Dredging Easement Agreement (the “**Agreement**”) is made effective as of the 18<sup>th</sup> day of October, 2016 (the “**Effective Date**”), by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a navigation district and political subdivision of the State of Texas, (hereinafter called “**Authority**”) and **M&G Resins USA, LLC**, a Delaware Limited Liability Company with a permit to do business in Texas, whose principal address is 27610 Huntington Road, Apple Grove, West Virginia 25502 (hereinafter called “**Grantee**”). The Authority and Grantee are sometimes collectively referred to herein as the “**Parties**” and each individually as a “**Party**.”

**RECITALS**

A. Grantee owns an 89.26 acre tract of land in Nueces County, Texas, which is more particularly described by metes and bounds in **Exhibit “A”** attached hereto. (“**Grantee’s Land**”).

B. Grantee desires to construct a desalination plant on a portion of Grantee’s Land and will need to construct a water intake to take water from the Corpus Christi Ship Channel (“**Ship Channel**”) and will also need to construct a water discharge or outfall for the return of brine water into the Ship Channel.

C. The southern boundary line of Grantee’s Land is the north bulkhead line (“**North Bulkhead Line**”) of the Ship Channel. Authority owns the land and submerged land immediately south of the North Bulkhead Line.

D. In order for Grantee’s water intake to function properly it will be necessary for Grantee to dredge an eighty foot (80’) wide strip consisting of a combination of dry land and submerged land to a depth of negative fifteen feet (-15’) mean low tide (“**MLT**”) a distance of one hundred and thirty two feet (132’) perpendicular to and south of the North Bulkhead Line of the Ship Channel (the “**Intake Canal**”). In order to construct and maintain the Intake Canal, it will be necessary to dredge side slopes at a ratio of 3:1 on each side of the Intake Canal (the “**Intake Canal Side Slopes**”). The location of the Intake Canal and the Intake Canal Side Slopes are more particularly described and depicted on **Exhibit “B”** attached hereto. The Intake Canal and the Intake Canal Side Slopes shall hereinafter be collectively referred to as the “**Intake Canal Dredged Areas**”.

E. In order for Grantee’s water discharge or water outfall to function properly it will be necessary for Grantee to dredge a fifty foot (50’) wide strip consisting of a combination of dry land and submerged land to a depth of negative fifteen feet (-15’) MLT a distance of eighty five feet (85’) perpendicular to and south of the North Bulkhead line of the Ship Channel (the “**Outfall Canal**”). In order to construct and maintain the Outfall Canal, it will be necessary to dredge side slopes at a ratio of 3:1 on each side of the Outfall Canal (the “**Outfall Canal Side Slopes**”). The location of the Outfall Canal and the Outfall Canal Side Slopes are more particularly described and depicted on **Exhibit “B”** attached hereto. The Outfall Canal and the Outfall Canal Side Slopes shall hereinafter be collectively referred to as the “**Outfall Canal Dredged Areas**”.

F. In order to initially dredge and thereafter conduct maintenance dredging of the Intake Canal Dredged Areas it will be necessary for Grantee to have the right to utilize areas outside of the boundaries of the Intake Canal Dredged Areas as workspace and staging areas. As a result, Grantee has requested a non-exclusive intake dredging easement on approximately 1.06 acres more particularly described and depicted in **Exhibit "C"** attached hereto (the "**Intake Dredging Easement Tract**").

G. In order to initially dredge and thereafter conduct maintenance dredging of the Outfall Canal Dredged Areas it will be necessary for Grantee to have the right to utilize areas outside of the boundaries of the Outfall Canal Dredged Areas as workspace and staging areas. As a result, Grantee has requested a non-exclusive outfall dredging easement on approximately 0.72 acres more particularly described and depicted in **Exhibit "D"** attached hereto (the "**Outfall Dredging Easement Tract**").

H. Grantee represents that it has applied for a permit with the U.S. Army Corp of Engineers to perform all dredging that is authorized by this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as if set out in full in the body of this Agreement.

2. **Grant of Intake Dredging Easement.** In connection with Grantee's construction, operation and maintenance of its desalination facility, the Authority does hereby grant and convey to Grantee a non-exclusive easement to dredge the Intake Canal Dredged Areas on the Intake Dredging Easement Tract (the "**Intake Dredging Easement**") to enter upon, dredge, dig or cut away and remove as much of the land and submerged land as may be reasonably necessary to construct and maintain the Intake Canal and the Intake Canal Side Slopes at the locations and depths specified in Exhibit "B" for use in connection with Grantee's operation of its desalination plant ("**Intake Dredging Activities**").

3. **Grant of Outfall Dredging Easement.** In connection with Grantee's construction, operation and maintenance of its desalination facility, the Authority does hereby grant and convey to Grantee a non-exclusive easement to dredge the Outfall Canal Dredged Areas on the Outfall Dredging Easement Tract (the "**Outfall Dredging Easement**") to enter upon, dredge, dig or cut away and remove as much of the land and submerged land as may be reasonably necessary to construct and maintain the Outfall Canal and the Outfall Canal Side Slopes at the locations and depths specified in Exhibit "B" for use in connection with Grantee's operation of its desalination plant ("**Outfall Dredging Activities**"). Notwithstanding, any other term of this Agreement to the contrary, in no event may Grantee's operations on the Outfall Dredging Easement Tract interfere with, obstruct or impact, the operation of, access to, or maintenance of Oil Dock 14 for ship and barge traffic.

4. **Dredging Easement.** The Intake Dredging Easement and the Outfall Dredging Easement shall hereinafter be collectively referred to as the "**Dredging Easement**"; and

Grantee's Intake Dredging Activities and Outfall Dredging Activities shall hereinafter be collectively referred to as the "**Dredging Activities**".

**5. Term.** The Dredging Easement shall remain in effect until the first to occur of the following events:

(i) the expiration or termination of that certain lease from Grantor to Grantee dated June 28, 2013 concerning 58.47 acres of land more or less situated in Nueces County, Texas (the "**Lease Agreement**"). A memorandum of the Lease Agreement is e-Filed and e-Recorded under document number 2013026820 of the Official Public Records of Nueces County, Texas;

(ii) the day on which the Authority terminates the Dredging Easement under Section 6 of this Agreement; or

(iii) the day after the occurrence of twenty-four consecutive months during which Grantee does not draw and discharge saltwater from and to the Ship Channel for the production of fresh water by its desalination facilities.

Upon termination of the Dredging Easement, all rights and privileges granted to Grantee hereunder shall terminate and have no further force and effect; provided, however, that the termination of the Dredging Easement shall not limit or affect the rights and obligations of either Party that may have accrued prior to the date of termination. Furthermore, all other obligations in this Agreement which by their nature continue beyond the term of the Dredging Easement, such as Grantee's indemnity obligations under Section 10 of this Agreement, shall survive the termination of the Dredging Easement.

**6. Termination Related to Grantee's Obligations.** Should Grantee at any time be in default with respect to its material obligations under this Agreement and should Grantee fail to cure, correct or remedy such default within ninety (90) days after Grantee has received written notice specifying the default (or if such default cannot be cured within such 90-day period, and Grantee has commenced to cure the default within that period, such longer period as is reasonably required to effect the cure), then Authority may terminate the Dredging Easement by giving Grantee sixty (60) days prior written notice of such termination; provided, however, that if Grantee cures such default prior to the expiration of the 60-day period, then the Dredging Easement shall not terminate and the Authority shall be deemed to have withdrawn its written notice of termination.

**7. Prior Approval of Dredging Projects.** Grantee, its successors and assigns, shall not commence any dredging on the Dredging Easement for which a permit from the U.S. Army Corps of Engineers is required (each a "**Dredging Project**") without Authority's prior approval of the plans for such Dredging Project, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to submitting a formal application to the U.S. Army Corps of Engineers for a Dredging Project permit, Grantee shall inform Authority of such intent and shall, from time to time, keep Authority reasonably informed of the permitting progress of such Dredging Project. Before beginning a Dredging Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Dredging Project to Authority, and if Authority does not



give the Grantee written approval or disapproval (with Authority's reasons for the disapproval) of such plans within sixty (60) days after its receipt of a complete set of such plans, the plans shall be deemed to have been approved by Authority. Without limiting the foregoing, Authority's disapproval of any such plans shall not be deemed to be unreasonable if Authority reasonably believes that such Dredging Project would result in removal or sluffing of a material quantity of submerged land outside the Dredging Easement or would result in material damage to the improvements or business operations of the Authority or others in the vicinity of the Dredging Project.

To facilitate the Authority's review of the plans for a Dredging Project, Grantee shall submit two (2) sets of formal plans that clearly define the project. The drawings must be prepared in a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the Dredging Project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location of the area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, existing channel depth elevations, etc., must be included with the formal plans submitted. The site plan must clearly show the bottom of cut line and top of slope line of the planned dredging.

**8. Construction, Maintenance and Use.** Grantee's use of the Dredging Easement and its operations in relation to it shall at all times comply with all laws, statutes, rules and regulations of federal, state and local government, including such permits as may be required by the U.S. Army Corps of Engineers. Grantee shall dredge the Intake Canal Dredged Areas and the Outfall Canal Dredged Areas in the locations specified therefore in Exhibit "B" at its sole cost and will furnish the Authority before and after each Dredging Project soundings for the Intake Dredging Easement Tract and the Outfall Dredging Easement Tract. Grantee shall be responsible for coordination of its Dredging Projects with the Authority's Harbormaster and users of the Ship Channel. Grantee is expressly prohibited from locating, placing or installing any temporary or permanent structures or materials upon the Dredging Easements and from otherwise reinforcing the Intake Canal Dredged Area or the Outfall Canal Dredge Area.

**9. Reservations and Exceptions.** The Dredging Easement herein granted is non-exclusive and shall be subject to any and all easements or uses heretofore granted by Authority to other parties whether of record in Nueces County or not. The Authority reserves the right to grant other easements upon, over, under and across the Intake Dredging Easement Tract and Outfall Dredging Easement Tract, provided that such easements do not unreasonably interfere with the right of Grantee to dredge and maintain the Intake Canal Dredged Areas and Outfall Canal Dredged Areas. The Dredging Easement is also subject to the rights of navigational servitude belonging to the United States of America and the rights of the users of the Ship Channel under federal and state laws. **The Dredging Easement and the rights granted herein are being granted "AS IS, WHERE IS, WITH ALL FAULTS," without representations or warranties of any kind, express or implied, as to the Intake Dredging Easement Tract and the Outfall Dredging Tract.**

**10. Indemnity.** Except for liabilities caused by the negligence or willful misconduct of the Authority, its commissioners, employees, contractors, agents, attorneys or representatives, Grantee shall defend, indemnify and hold harmless

Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section 10, the "Indemnified Parties") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) (collectively, "Claims"), which may be brought or instituted or asserted against the Indemnified Parties arising out of or resulting from the sole, joint, concurrent, or comparative negligence of Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "Grantee Parties"), in connection with the exercise by Grantee of the rights and privileges granted herein (each an "Indemnified Claim") **EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES;** provided, however, that Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to the percentage of such Indemnified Claim arising out of or resulting from the joint, concurrent, or comparative negligence of the Indemnified Parties. In Indemnified Claims against any Indemnified Party by or for an employee of a Grantee Party, the Grantee's indemnification obligation under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. **EXCEPT AS TO THIRD PARTY CLAIMS, FRAUD OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, RELATING TO THIS AGREEMENT AND ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.**

#### **11. Insurance.**

(a) Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, whenever Dredging Activities are being conducted under this Agreement, Grantee agrees to carry and maintain at its sole expense the following policies of insurance (the "**Policies**") and in at least the minimum amounts specified below:

(1) *Workers' Compensation and Employer's Liability Insurance.* For all its employees engaged in performing Dredging Activities under this Agreement, workers' compensation insurance for at least the applicable statutory limit required by the Texas Workers' Compensation Code; and employer's liability insurance with at least \$500,000.00 limit for each for bodily injury by accident, and at least a \$500,000.00 limit for each employee for bodily injury by disease. Under the Worker's Compensation policy, Grantee shall provide an alternate employer endorsement in favor of the Authority on the proper endorsement form. In the event that the work being performed by Grantee's employees falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

(2) *Commercial General Liability Insurance.* Commercial General Liability (CGL) insurance coverage which shall cover or be endorsed to cover bodily injury, personal injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, and time element pollution coverage, with general aggregate limits of at least \$2,000,000.00. and endorsed to name the Authority as an additional insured, on a primary, non-contributory basis.

(3) *Umbrella Insurance.* Excess or Umbrella liability insurance coverage limits of not less than \$5,000,000 over and above the underlying primary coverage limits stated above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name the Authority as an additional insured, on a primary, non-contributory basis.

(4) *Pollution Liability Insurance.* Pollution Liability insurance covering bodily injury, property damage and such other losses caused by pollution conditions occurring during the Term of this Agreement and arising directly from the Dredging Activities, including pollution of any body of water, with limits of not less than \$5,000,000.00 per occurrence. Pollution Coverage shall include, but not be limited to, environmental cleanup, remediation and disposal and may be included within the required General Liability and/or Umbrella Insurance.

(b) Grantee shall deliver to Authority, Attention: Director of Finance, prior to the commencement of Dredging Activities, as proof of the insurance required of Grantee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this Agreement) describing the Policies, which certificates must be in their form and content, reasonably acceptable to the Authority.

(c) From time to time during the Term of this Agreement (but not more often than every five (5) years) to the extent that the Authority provides written notice to Grantee evidencing Authority's reasonable belief (in reasonable detail) that the amounts of coverage required by this Section 11 have become insufficient to adequately protect the interests of the Authority, then upon Grantee's receipt of such notice the Parties will commence a dialog in good faith to discuss a possible adjustment to the coverage amounts herein provided, to adequately restore the protection afforded to the interests of the Authority.

(d) Grantee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies

(e) The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A- : VI.

(f) If Grantee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$50,000, Authority and Grantee shall maintain all rights and obligations between themselves as if Grantee maintained the insurance with a commercial



insurer including any additional insured status, primary liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Grantee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Grantee had maintained the insurance pursuant to this Section. Authority shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

(g) **Grantee shall cause its insurance carriers to waive their rights of subrogation against the Authority during the Term of this Agreement.**

(h) The insurance requirements of this Section shall apply to any contractor performing Dredging Activities for or on behalf of Grantee just as if the contractor were the Grantee hereunder, and Grantee shall ensure that any such contractor is aware of and is in compliance with the requirements of this section during any period such contractor is performing Dredging Activities hereunder.

## **12. Assignment.**

(a) Grantee may assign this Agreement without any additional approval from the Authority. If any such assignee ("**Assignee**") delivers to the Authority written evidence of such assignment and of its assumption of the obligations and liabilities of Grantee under this Agreement, Grantee shall be released from any further obligations and duties hereunder insofar as such obligations and duties arise from and after the effective date of such assignment, it being specifically understood that any such assignment shall not have the effect of releasing Grantee from any obligations or duties hereunder which may have accrued at any time prior to the effective date of such assignment. If the Assignee does not deliver to the Authority written evidence of its assumption of the obligations and liabilities of Grantee under this Agreement, Grantee shall not be released from its obligations and duties hereunder.

(b) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and permitted assigns.

## **13. Miscellaneous Provisions.**

(a) **Governing Law.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Texas, without giving effect to its principles of conflicts of law.

(b) **Amendments.** This Agreement may be amended, modified and/or supplemented only by an agreement or instrument in writing executed and acknowledged by the persons to be bound thereby.

(c) **Severability.** If any provision of this Agreement is or becomes invalid, illegal or incapable of being enforced or performed in the manner contemplated herein by a court of competent jurisdiction or by any applicable law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination

that any provision is invalid, illegal or incapable of being enforced or performed in the manner contemplated herein, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original economic and legal substance intended by the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible and in a manner that is not materially adverse to either party hereto.

(d) **Counterparts.** This Agreement may be executed as one instrument or in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same Agreement.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire understanding of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions among the Parties hereto with respect to such subject matter.

*[Intentionally Left Blank]*

**SIGNATURE PAGE TO WATER INTAKE  
AND OUTFALL DREDGING EASEMENT AGREEMENT**

(Port of Corpus Christi Authority to M&G Resins USA, LLC)

**IN WITNESS WHEREOF**, this Agreement is executed in duplicate originals, each of which shall be deemed to be an original, at Corpus Christi, Texas, as of the dates provided below each signature, to be effective for all purposes as of the Effective Date

***“Authority”***

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS**

By: \_\_\_\_\_  
John P. LaRue, Executive Director

Date: \_\_\_\_\_, 2016

***“Lessee”***

**M&G RESINS USA, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Diane E. Mitchell, Vice President, Finance

Date: \_\_\_\_\_, 2016

**ATTACHMENTS:**

- Exhibit “A” – Legal Description of Grantee’s Land**
- Exhibit “B” – Drawing of Layout of Outfall/Intake Easements**
- Exhibit “C” – Legal Description of Intake Dredging Easement Tract**
- Exhibit “D” – Legal Description of Outfall Dredging Easement Tract**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF NUECES**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016,  
by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces  
County, Texas, on behalf of said Authority.

\_\_\_\_\_  
Notary Public, State Of Texas

**STATE OF** \_\_\_\_\_ §  
                                  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016,  
by Diane E. Mitchell, Vice President, Finance of M&G Resins USA, LLC, a Delaware limited  
liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



**EXHIBIT "A"**

MURRAY BASS, JR., P.E., R.P.L.S.  
NIXON M. WELSH, P.E., R.P.L.S.  
[www.bass-welsh.com](http://www.bass-welsh.com)  
e-mail: [nixmw@aol.com](mailto:nixmw@aol.com)

3054 S. ALAMEDA, ZIP  
361 882-5321 ~ FAX 361 882-  
e-mail: [murrayjr@aol.com](mailto:murrayjr@aol.com)

**BASS & WELSH ENGINEERING**

TX Registration No. F-52  
Survey Registration No. 100027-00  
P.O. Box 6397  
Corpus Christi, TX 78466-6397

June 14, 2013

**Field Note Description  
Remainder Tract**

Being a tract situated in Nueces County, Texas in the Rincon del Oso Grant, Abstract No. 1 and being the remainder of that 168.22 acre tract described as Tract 1 in the deed to M & G Resins, USA, LLC, a Delaware Limited Liability Corporation recorded under Clerk's File No. 2013010971, Official Public Records of Nueces County, Texas after the deduction of the heretofore described tracts "A", "B" and "C" and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the east boundary of the 168.22 acre tract, said point being the southeast corner of the heretofore described Tract "B";

THENCE S 21°16'36" W along the east line of the 168.22 acre tract a distance of 190.10 to a 5/8 inch iron rod found for an intermediate corner of the 168.22 acre and an intermediate corner of this tract;

THENCE S 36°55'06" W continuing along the east boundary of the 168.22 acre tract a distance of 289.15 feet to a 5/8 inch iron rod set for the most northeasterly corner of the heretofore described Tract "C" for a corner of this tract;

THENCE along the north boundary of the heretofore described Tract "C" as follows:

N 53°05'36" W a distance of 185.52 feet;  
S 36°54'24" W a distance of 124.49 feet;  
S 82°01'19" W a distance of 125.52 feet;  
N 69°42'22" W a distance of 77.83 feet;  
N 53°06'22" W a distance of 551.60 feet to a point;

THENCE S 37°02'26" W a distance of 201.05 feet to a point;

THENCE N 52°57'34" W a distance of 128.53 feet to a point;

THENCE S 36°53'26" W a distance of 114.09 feet to the most westerly corner of Tract "C" for a corner of this tract, said point lying in the south boundary of the 168.22 acre tract and the north bulkhead line of the Port of Corpus Christi;

THENCE N 53°06'25" W a distance of 4332.21 feet to the southwest corner of the 168.22 acres for the southwest corner of this tract;

THENCE N 45°36'41" E with west line of the 168.22 acre tract a distance of 160.84 feet to a 5/8 inch iron rod found for an intermediate corner of the 168.22 acres and a corner of this tract;

THENCE continuing along the west boundary of the 168.22 acres, N 0°10'50" E a distance of 196.10 feet to a 5/8 inch iron rod found for an intermediate corner of the 168.22 acres and a corner of this tract;

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Page 1 of 2

THENCE continuing along the west line of the 168.22 acres N 44°54'24" E a distance of 69.83 feet to the southwest corner of the heretofore described Tract "B" for the northwest corner of this tract;;

THENCE S 53°06'25" E along the south line of Tract "B" a distance of 2074.76 feet to a point for a corner of Tract "B" and an interior corner of this tract;

THENCE N 35°39'01" E along the boundary of Tract "B" a distance of 645.67 feet to an interior corner of Tract "B" and a corner of this tract;

THENCE continuing along the boundary of Tract "B" S 52°57'34" E a distance of 3333.27 feet to the **POINT OF BEGINNING**, forming a tract embracing 89.26 acres.



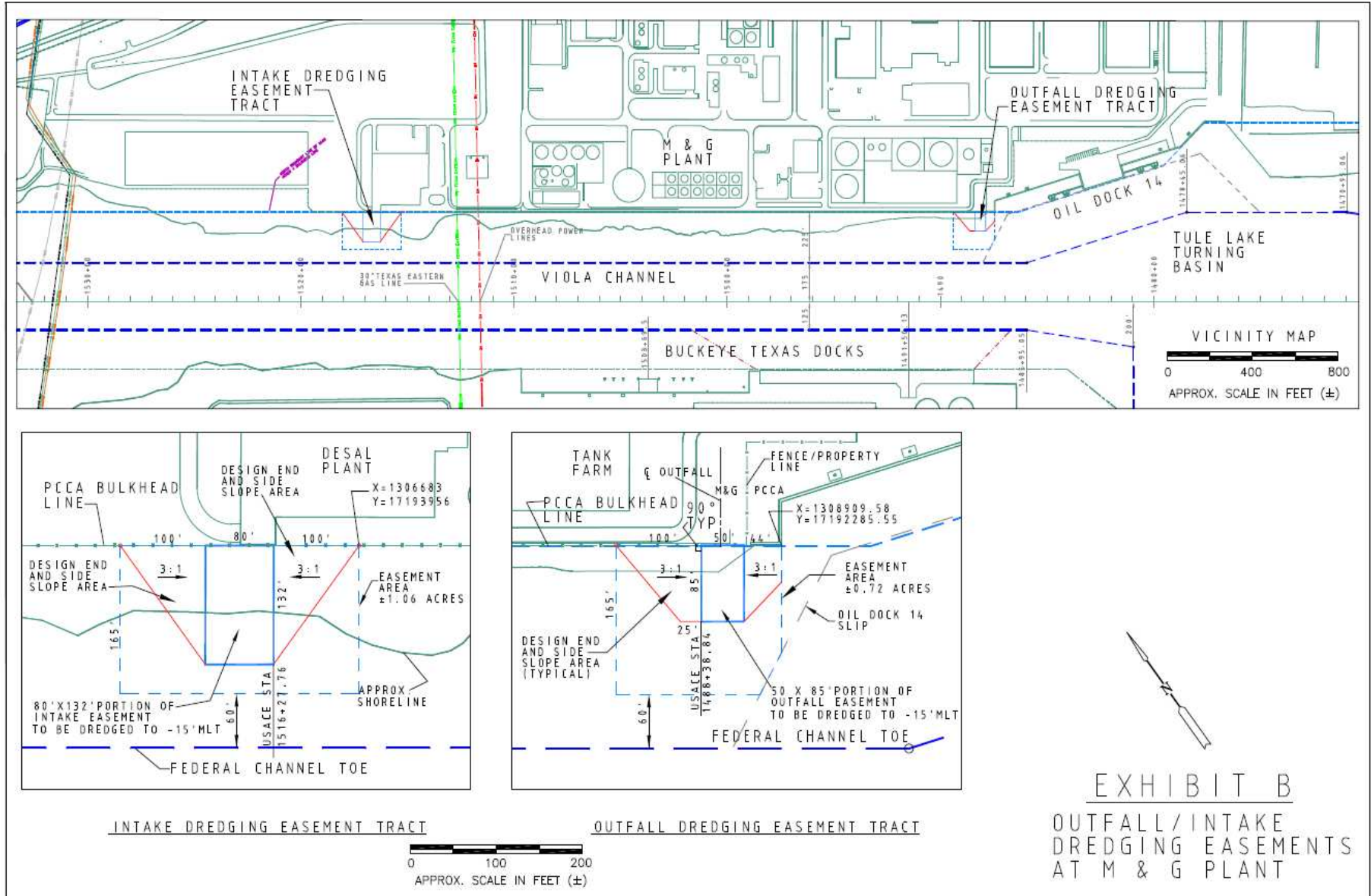
Note: Basis of Bearing is State of Texas, Lambert Grid, South Zone, NAD 1927

MBJ:sab

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MURRAY BASS, JR., P.E., R.P.L.S.  
NIXON M. WELSH, P.E., R.P.L.S.  
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3054 S. ALAMEDA, ZIP 78404  
361 882-5521~ FAX 361 882-1265  
e-mail: [murrayjr@aol.com](mailto:murrayjr@aol.com)

**BASS & WELSH ENGINEERING**  
TX Registration No. F-52  
Survey Registration No. 100027-00  
P.O. Box 6397  
Corpus Christi, TX 78466-6397

October 12, 2016

**Field Note Description  
Intake Dredging Easement Tract**

Being a tract situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No.1 in the Port of Corpus Christi Authority property being portions of a 16.6019 acre tract and a 167.058 acre tract described in Document No. 1999033131 and Volume 2334, Page 462 respectively, in the Deed Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

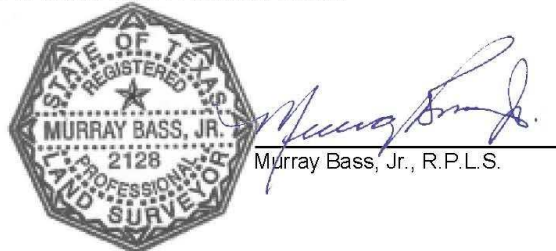
**BEGINNING** at a point in the north bulkhead line of the Viola Channel, said point having State Plane coordinates of X = 1,306,683.00, Y = 17,193,956.00 for the northeast corner of this tract;

THENCE S 36°53'35" W a distance of 165.00 feet to a point for the southeast or southmost corner of this tract;

THENCE N 53°06'25" W a distance of 280.00 feet to a point for the westerly or southwest corner of this tract;

THENCE N 36°53'35" E a distance of 165.00 feet to a point on the north bulkhead line of the Viola Channel for the northmost or northwest corner of this tract;

THENCE S 53°06'25" E along the north bulkhead line a distance of 280.00 feet to the **POINT OF BEGINNING**, forming a tract embracing 46,200 square feet (1.06 acres).



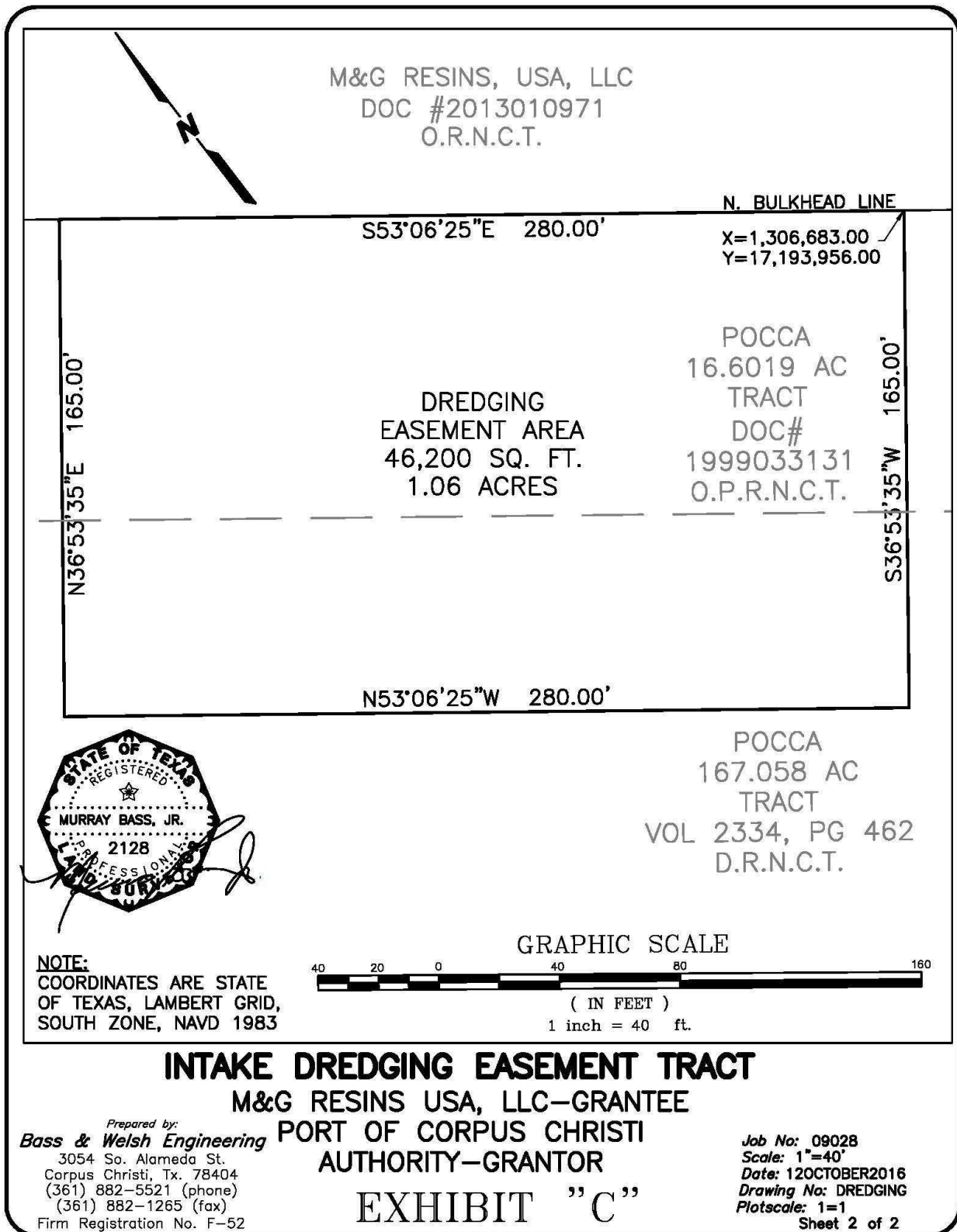
Note: Bearings and coordinates are State of Texas Lambert Grid, South Zone, NAD 1983, calculated from State Plane Coordinates provided by the Port of Corpus Christi.

MBJ:sab

09028-Field Note Desc-WEST.doc

**EXHIBIT "C"**  
Page 1 of 2





MURRAY BASS, JR., P.E., R.P.L.S.  
NIXON M. WELSH, P.E., R.P.L.S.  
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**BASS & WELSH ENGINEERING**  
TX Registration No. F-52  
Survey Registration No. 100027-00  
P.O. Box 6397  
Corpus Christi, TX 78466-6397

October 12, 2016

**Field Note Description**  
**Outfall Dredging Easement Tract**

Being a tract situated in Nueces County, Texas, in the Rincon del Oso Grant, Abstract No.1 in the Port of Corpus Christi Authority property being portions of a 16.6019 acre tract and a 167.058 acre tract described in Document No. 1999033131 and Volume 2334, Page 462 respectively, in the Deed Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the north bulkhead line of the Viola Channel, said point having State Plane coordinates of X = 1,308,909.58, Y = 17,192,285.55 for the northeast corner of this tract;

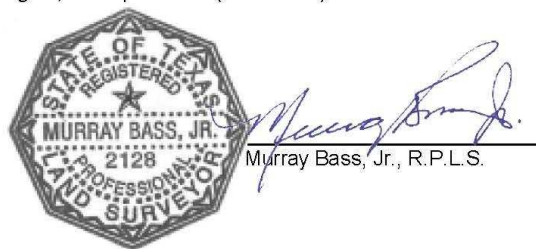
THENCE S 36°53'35" W a distance of 118.17 feet to a point of intersection with OIL DOCK 14 SLIP boundary and this tract;

THENCE S 65°11'17" W along the OIL DOCK 14 SLIP boundary a distance of 53.18 feet to a point for the southerly corner of this tract;

THENCE N 53°06'25" W a distance of 168.79 feet to a point for the westerly or southwest corner of this tract;

THENCE N 36°53'35" W a distance of 165.00 feet to a point on the north bulkhead line of the Viola Channel for the northmost or northwest corner of this tract;

THENCE S 53°06'25" E along the north bulkhead line, a distance of 194.00 feet to the **POINT OF BEGINNING**, forming a tract embracing 31,419 square feet (0.72 acres).

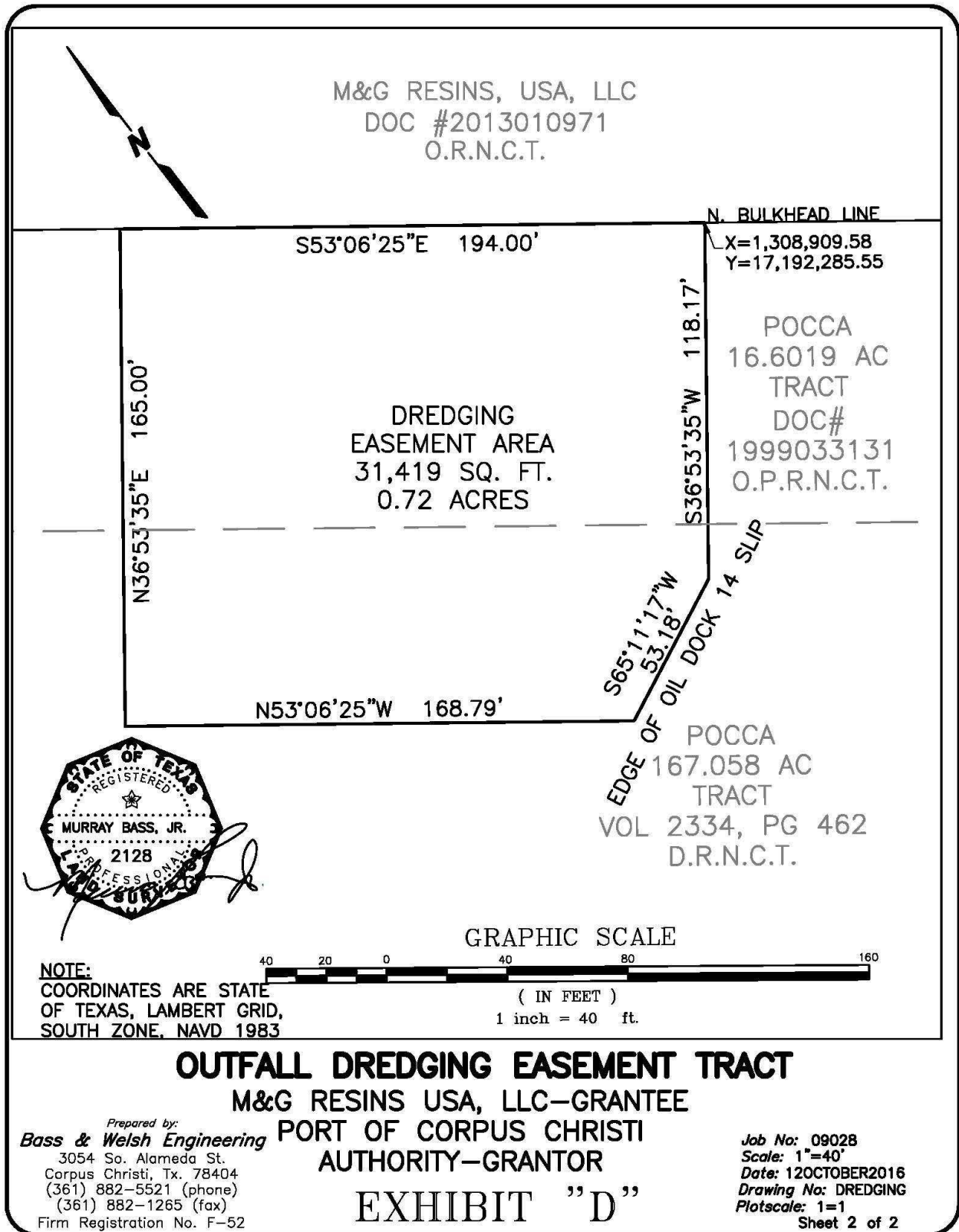


Note: Bearings and coordinates are State of Texas Lambert Grid, South Zone, NAD 1983, calculated from State Plane Coordinates provided by the Port of Corpus Christi.

MBJ:sab

09028-Field Note Desc-EAST.doc

**EXHIBIT "D"**  
Page 1 of 2



**DATE:** October 18, 2016

**TO:** Port Commission

**FROM:** Tom Mylett, Chief of Port Security  
tom@pocca.com  
(361) 885-6180

***AGENDA ITEM NO. 13.c***

**Approve an Interlocal Cooperation Contract for Hazard Mitigation Action Plan  
with Nueces County and Other Participating Jurisdictions**

**SUMMARY:** Staff requests approval of an Interlocal Cooperation Contract, pursuant to Texas Government Code, Interlocal Cooperation Act, Chapter 791, for PCCA participation in and the development of a regional Hazard Mitigation Action Plan.

**BACKGROUND:** During FY2016, Nueces County applied for and received a grant from Texas Department of Public Safety, with a project amount of \$111,000 (75%/25% match), that would fund the development of a regional hazard mitigation action plan. The plan will include Nueces County, PCCA, City of Corpus Christi, City of Port Aransas, City of Robstown, City of Driscoll, City of Petronila, City of Bishop, and City of Agua Dulce. Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The benefits for PCCA include:

- Identify cost effective actions for risk reduction;
- Direct resources on the greatest risks and vulnerabilities;
- Build partnerships by involving people, organizations, and businesses;
- Increase education and awareness of hazards and risks;
- Align risk reduction with other community objectives; and
- Provide eligibility to receive federal hazard mitigation grant funding.

While participation by PCCA requires a \$6,500 cost match, Nueces County has applied for, and is awaiting approval of, a RESTORE Act grant which, if approved, will fund the cost match requirement of PCCA.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** Supports Strategic Goal number 3: Operate the Port's Facilities in a safe, secure, and efficient manner.

**EMERGENCY:** No.



**FINANCIAL IMPACT:** \$6,500 cost match requirement (in-kind services are allowed to meet the cost match requirement).

**STAFF RECOMMENDATION:** This information was presented to the Port Security Committee during the September Committee meeting. Staff recommends approval of this Interlocal Cooperation Contract.

**DEPARTMENTAL CLEARANCES:**

|                        |  |
|------------------------|--|
| Originating Department | Police & Security Department               |
| Reviewed & Approved    | Port Security Committee & Chief Tom Mylett |
| Legal                  | Dane Bruun                                 |
| Senior Staff           |  |

**LIST OF SUPPORTING DOCUMENTS:**

Nueces County Interlocal Agreement for Hazard Mitigation Action Plan

**Interlocal Agreement**  
**For**  
**Hazard Mitigation Action Plan**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF NUECES                 §

Pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, this interlocal agreement (“Agreement”) is entered into between participating jurisdictions (Participating Jurisdictions) as follows: Nueces County, City of Agua Dulce, City of Bishop, City of Driscoll, City of Petronila, City of Port Aransas, City of Robstown, City of Corpus Christi, and Port of Corpus Christi Authority.

**WHEREAS**, Nueces County applied for and received a grant through the Texas Department of Public Safety to develop a multijurisdictional hazard mitigation action plan (“Grant”), and,

**WHEREAS**, the Grant provides for certain local governmental entities within Nueces County to participate in developing this Hazard Mitigation Action Plan, and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows for local governments to contract with each other to provide a governmental function, such as public health and welfare, or service that each party to the contract can perform individually;

**WHEREAS**, each Participating Jurisdiction has the authority to develop a Hazard Mitigation Action Plan;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1. Purpose**

The purpose of this INTERLOCAL is to establish commitment from and a cooperative working relationship between all Participating Jurisdictions in the development and implementation of the Hazard Mitigation Action Plan. In addition, the intent of this INTERLOCAL is to ensure that the multi-jurisdictional hazard mitigation plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, programs and authorities; and it is an accurate reflection of the community’s values.

This INTERLOCAL sets out the responsibilities of all parties. The INTERLOCAL identifies the work to be performed by each participating jurisdiction. Planning tasks, schedules, and finished products are identified in the Work Program and Schedule. The plan created as a result of this INTERLOCAL will be presented to the governing body

(Planning Commission, City Council and or Board of Commissioners) of each participating jurisdiction for adoption.

## **Section 2. Background**

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The Participating Jurisdictions in a mitigation planning process would benefit by:

- identifying cost effective actions for risk reduction;
- directing resources on the greatest risks and vulnerabilities;
- building partnerships by involving people, organizations, and businesses;
- increasing education and awareness of hazards and risk;
- aligning risk reduction with other community objectives; and
- providing eligibility to receive federal hazard mitigation grant funding.

Nueces County has received through the Texas Department of Public Safety the Grant from the Federal Emergency Management Agency to prepare a multi-jurisdictional hazard mitigation plan in accordance with FEMA requirements at 44.C.F.R. 201.6.

## **Section 3. Planning Team Responsibilities**

Nueces County will act as the Lead Community, and will assign a Chairperson of the Planning Team for the Hazard Mitigation Action Plan. The Participating Jurisdictions authorize Nueces County to manage and facilitate the planning process in accordance with the Work Program and Schedule, herein attached and incorporated in its entirety as Exhibit A.

The Participating Jurisdictions understand that representatives must engage in the following planning process, as more fully described in the *Local Mitigation Planning Handbook* (FEMA, 2012), including, but not limited to:

- Further develop the Work Program and Schedule with the Planning Team.
- Organize and attend regular meetings of the Planning Team.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.

- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

**Section 4. Planning Team**

The following points of contacts and alternates as set out on Exhibit B, herein attached and incorporated in its entirety, are authorized on behalf of the governing bodies to participate as members of the Planning Team for the Hazard Mitigation Action Plan.

**Section 5. INTERLOCAL Implementation**

This INTERLOCAL will be in effect from the date of signature by all parties, will remain in effect through the duration of the planning process, and will terminate after adoption of the final FEMA-approved mitigation plan by all participating jurisdictions, or 5 years after FEMA approval, whichever is earlier. It may be terminated prior to that time for any Participating Jurisdiction by giving 60 days written notice. This INTERLOCAL is to be implemented through Exhibit A, Work Program and Schedule, and any addendums that describe specific activities, programs, and projects, and if necessary, funding by separate instrument.

**Section 6. Matching Funds**

Participating Jurisdictions will provide a total of \$27,750.00 in matching funds for development of this Hazard Mitigation Action Plan. Grant matching funds will be provided as follows:

|                |            |
|----------------|------------|
| Nueces         | \$6,750.00 |
| Corpus Christi | \$6,500.00 |
| Port Authority | \$6,500.00 |
| Port Aransas   | \$2,000.00 |
| Robstown       | \$2,000.00 |
| Bishop         | \$1,000.00 |
| Driscoll       | \$1,000.00 |
| Agua Dulce     | \$1,000.00 |
| Petronila      | \$1,000.00 |

Funds will be provided in one lump sum directly to Nueces County by March 31, 2017. In the alternative, Participating Entities can provide documentation that supports time/resource expenditure equal to the value of the cash match. All documentation must be compliant with and acceptable to the Grant source in order to substitute for cash match. All documentation deadlines as set out by Nueces County must be strictly observed.



**Section 7. Current Revenues**

Each party paying for the performance of governmental services pursuant to this Agreement must make those payments from current revenues available to the paying party.

**Section 8. Compliance with Laws**

All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.

**Section 9. Amendment**

This Agreement may be amended only by written agreement approved by each respective governing body.

**Section 10. Independent Contractor**

This Agreement will not be construed as creating an employer/employee relationship between Participating Entities. Nothing contained in this agreement shall be construed to create a partnership, joint venture, or relationship of employment or agency.

**Section 11. Venue**

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Nueces County, Texas.

**Section 12. Entirety Clause**

This Agreement and any exhibits annexed hereto contain the entire understanding and agreement between the parties, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

**EXECUTED** on the dates indicated below binding the respective parties as of the last date of execution below.

**NUECES COUNTY**

By: \_\_\_\_\_  
Samuel L. Neal, Jr., County Judge

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

Attest:

By: \_\_\_\_\_  
Kara Sands, County Clerk

**CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_  
Margie C. Rose  
City Manager

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

Attest:

By: \_\_\_\_\_  
Rebecca Huerta  
City Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

**PORT OF CORPUS CHRISTI AUTHORITY**

By: \_\_\_\_\_  
John LaRue  
Executive Director

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

Attest:

By: \_\_\_\_\_  
Name, Title

**CITY OF PORT ARANSAS**

By: \_\_\_\_\_  
David Parsons  
City Manager

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

Attest:

By: \_\_\_\_\_  
Irma Parker, City Secretary

**CITY OF ROBSTOWN**

By: \_\_\_\_\_  
Mandy Barrera  
Mayor

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

Attest:

By: \_\_\_\_\_  
Herman Rodriguez, City Secretary

**CITY OF BISHOP**

By: \_\_\_\_\_  
Joe Morales  
Mayor

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

Attest:

By: \_\_\_\_\_  
Cynthia Contreras, City Secretary

**CITY OF DRISCOLL**

By: \_\_\_\_\_  
John Aguilar  
Mayor

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

Attest:

By: \_\_\_\_\_  
John Valls, City Secretary

**CITY OF AGUA DULCE**

By: \_\_\_\_\_  
John Howard  
Mayor

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

Attest:

By: \_\_\_\_\_  
Ninfa Acuna, City Secretary

**CITY OF PETRONILA**

By: \_\_\_\_\_  
Katrina Burkhart  
Mayor

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

Attest:

By: \_\_\_\_\_  
Sydonia Wright, City Secretary



**EXHIBIT “A”**  
**HAZARD MITIGATION PROJECT MILESTONES**  
**Work Program and Schedule**


| <b>ANTICIPATED COMPLETION</b> | <b>ACTION</b>  |
|-------------------------------|--|
| August                        | Receive FEMA HMGP Grant Award  |
| September                     | Establish Interlocal Agreement & Participation Resolutions for all Participating Parties   |
| September                     | Establish Multi-Jurisdictional Hazard Mitigation Project Team & Local Hazard Mitigation Teams for all Participating Parties  |
| October                       | Execute Consultant Contract (County Only)  |
| October                       | Consultant scheduled meeting with Multi-Jurisdictional Hazard Mitigation Project Team and Local Hazard Mitigation Teams to review roles and responsibilities.  |
| October- January              | Hazard Identification and Risk Assessment – Consultant to review & incorporate available data and information on properties at risk, flood maps, existing plans, studies, land use and future development trends, reports, and technical information.  |
| October- January              | Mitigation Strategy – Key problems identified in, and linkages to, the vulnerability assessment. Consultant to meet with Multi-Jurisdictional Hazard Mitigation Team to draft mitigation goal statement and develop strategies. Identify and analyze specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings & infrastructure. |
| December                      | Planning Process – coordinate meeting with planning agencies to discuss the public involvement process.  |
| January                       | Public Hearings – Schedule public hearings to inform the community on the Hazard Mitigation Plan and to allow input from the community.  |
| March                         | Local Contribution Due- Must be received prior to receipt of local copy of draft plan.   |
| March                         | Draft Action Plan released by consultant to be reviewed by Local Hazard Mitigation Teams. Consultant to schedule public meetings for community and agencies input.   |
| April                         | Draft Plan Review- Multi-Jurisdictional Hazard Mitigation Project Team & Local Hazard Mitigation Teams review draft and provide input, updates, and corrections to consultant to be incorporated in final draft.   |
| May                           | Mitigation Strategy – Submit Draft Plan to State for review and forward to FEMA for review and approval. Make necessary corrections or changes.  |
| August                        | Adoption – The Final Plan will be presented at a public meeting of the various governing boards and request for authorization to submit Final Plan to State. Governing Boards to adopt Plan by resolution.   |
| September                     | Distribution of the Hazard Mitigation Action Plan to Participating Parties.  |

**EXHIBIT “B”  
PLANNING TEAM POINTS OF CONTACT**

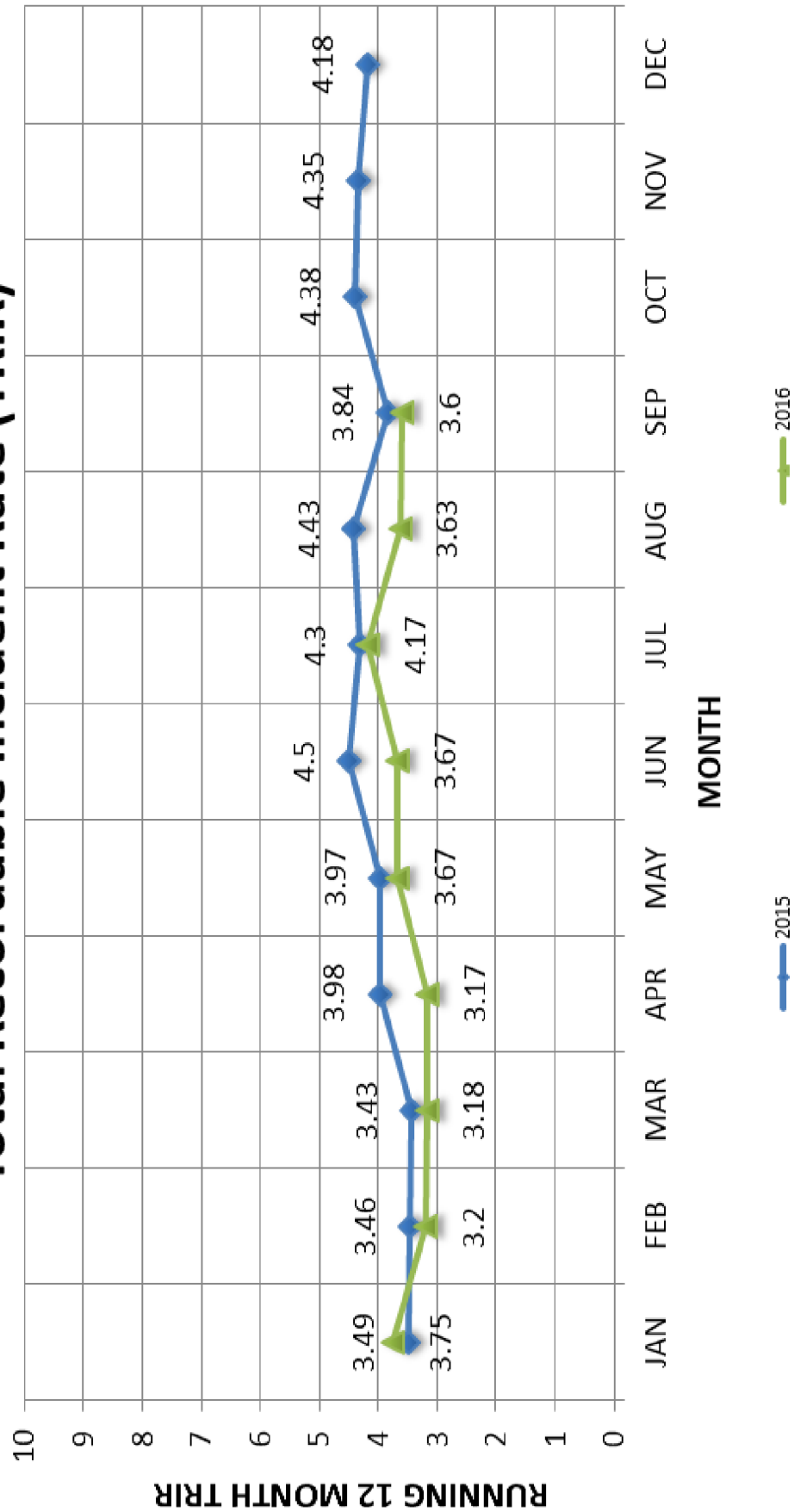
| <u>Entity</u>  | <u>Primary (P) &amp; Alternate (A)</u>    | <u>Email Address</u>   |
|----------------|---|--|
| Nueces         | Danielle Hale (P)<br>Christopher Boyce(A) | <a href="mailto:Danielle.hale@co.nueces.com">Danielle.hale@co.nueces.com</a><br><a href="mailto:Christopher.boyce@co.nueces.com">Christopher.boyce@co.nueces.com</a> |
| Corpus Christi | Yvette Dodd (P)<br>Julio Dimas (A)        | <a href="mailto:Yvettedo@cctexas.com">Yvettedo@cctexas.com</a><br><a href="mailto:juliod@cctexas.com">juliod@cctexas.com</a>   |
| Port Authority | Tom Mylett (P)                            | <a href="mailto:tom@pocca.com">tom@pocca.com</a>   |
| Port Aransas   | Rick Adams (P)                            | <a href="mailto:radams@cityofportaransas.org">radams@cityofportaransas.org</a>   |
| Robstown       | Ricardo Gonzalez (P)                      | <a href="mailto:rgfirechief@cityofrobstown.com">rgfirechief@cityofrobstown.com</a>   |
| Bishop         | Joe Morales (P)                           | <a href="mailto:mayorjoe-bishop@corpus.twcabc.com">mayorjoe-bishop@corpus.twcabc.com</a>   |
| Driscoll       | John Aguilar (P)                          | <a href="mailto:jaguilar.driscoll@gmail.com">jaguilar.driscoll@gmail.com</a>   |
| Agua Dulce     | John Howard (P)                           | <a href="mailto:jhoward125@yahoo.com">jhoward125@yahoo.com</a>   |
| Petronila      | Katrina Burkhart (P)                      | <a href="mailto:katrina78411@yahoo.com">katrina78411@yahoo.com</a>   |

**DATE:** October 18, 2016  
**TO:** Port Commission  
**FROM:** John LaRue, Executive Director  
[john@pocca.com](mailto:john@pocca.com)  
885-6189

**AGENDA ITEM NO. 14.a**  
**EXECUTIVE DIRECTOR'S REPORT**

|  |                                 |         |   |        |  |        |           |              |                |         |
|--|---------------------------------|---------|---|--------|--|--------|-----------|--------------|----------------|---------|
| <div><div>PORTCORPUSCHRISTI</div></div> <div>Port of Corpus Christi Authority</div> <div>Monthly Safety Data Report</div> <div>September 2016</div> |                                 |         |   |        |  |        |           |              |                |         |
|  |                                 |         |   |        |  |        |           |              |                |         |
|  | POCCA Employees                 |         | BMD                                       |        | Maintenance                                |        | PD        |              | Admin. & Annex |         |
|  | Total                           |         | Personnel                                 |        | Personnel                                  |        | Personnel |              | Personnel      |         |
| Safety   | Month                           | YTD     | Month                                     | YTD    | Month                                      | YTD    | Month     | YTD          | Month          | YTD     |
| Number of Employees  | 210                             |         | 21  |        | 42   |        | 49        |              | 98             |         |
| Hours Worked   | 30,470                          | 285,735 | 4,057                                     | 33,264 | 5,723                                      | 54,383 | 7,539     | 73,790       | 13,152         | 124,298 |
| First Aid Cases  | 2                               | 13      | 0   | 4      | 0  | 4      | 1         | 3            | 1              | 2       |
| Recordable Injuries  | 0                               | 4       | 0   | 0      | 0  | 2      | 0         | 1            | 0              | 1       |
| Recordable Illnesses   | 0                               | 0       | 0   | 0      | 0  | 0      | 0         | 0            | 0              | 0       |
| Lost Time Cases  | 0                               | 1       | 0   | 0      | 0  | 0      | 0         | 1            | 0              | 0       |
| Number of Days Lost  | 0                               | 5       | 0   | 0      | 0  | 0      | 0         | 5            | 0              | 0       |
| Restricted Cases   | 0                               | 1       | 0   | 0      | 0  | 1      | 0         | 0            | 0              | 0       |
| Number of Days Restricted  | 0                               | 6       | 0   | 0      | 0  | 6      | 0         | 0            | 0              | 0       |
| TOTAL RECORDABLES  | 0                               | 4       | 0   | 0      | 0  | 2      | 0         | 1            | 0              | 1       |
| INCIDENT RATE (YTD)  |                                 | 2.80    |   | 0.00   |  | 7.36   |           | 2.71         |                | 1.61    |
|  |                                 |         |   |        |  |        |           |              |                |         |
| Types of Injuries  |                                 |         |   |        |  |        |           |              |                |         |
| Slips/Trips/Falls  | 1                               | 4       | 0   | 1      | 0  | 1      | 0         | 0            | 1              | 1       |
| Struck By  | 0                               | 5       | 0   | 1      | 0  | 1      | 0         | 1            | 0              | 2       |
| Strains/Sprains  | 0                               | 3       | 0   | 1      | 0  | 1      | 0         | 1            | 0              | 0       |
| Cuts/Lacerations/Punctures   | 0                               | 1       | 0   | 0      | 0  | 1      | 0         | 0            | 0              | 0       |
| Back Injuries  | 0                               | 0       | 0   | 0      | 0  | 0      | 0         | 0            | 0              | 0       |
| Heat Stress  | 0                               | 0       | 0   | 0      | 0  | 0      | 0         | 0            | 0              | 0       |
| Insect Bites   | 1                               | 1       | 0   | 0      | 0  | 2      | 1         | 1            | 0              | 0       |
| Other  | 0                               | 3       | 0   | 1      | 0  | 2      | 0         | 0            | 0              | 0       |
| TOTAL  | 2                               | 17      | 0   | 4      | 0  | 8      | 1         | 3            | 1              | 3       |
|  |                                 |         |   |        |  |        |           |              |                |         |
| Days Since Last Lost Time Case   | Hours Since Last Lost Time Case |         | Days Since Last Recordable Injury/Illness |        | Hours Since Last Recordable Injury/Illness |        |           |              |                |         |
| 94   | 752                             |         | 67  |        | 536  |        |           |              |                |         |
|  |                                 |         |   |        |  |        |           |              |                |         |
| Date of Last Lost Time Case  | Date of Last Recordable         |         | 12 Month Rolling Average                  |        |  |        |           |              |                |         |
| Wednesday, June 29, 2016   | Tuesday, July 26, 2016          |         | October 2015 - September 2016:            |        |  |        | 387,861   | Hours Worked |                |         |
| Total Recordable Incident Rate (TRIR):   |                                 |         |   |        |  |        | 3.60      |              |                |         |

# 12 MONTH AVG Total Recordable Incident Rate (TRIR)







# SAFETY COMMUNICATIONS



## Incident Report for the Month of September

## Safety Suggestions

### Incident 1

The employee was patrolling the inner harbor, when he felt an instant sharp sting on his left hand. The employee was operating at night and could not distinguish what had caused the pain. First Aid measures were taken and the Supervisor and Safety were notified.

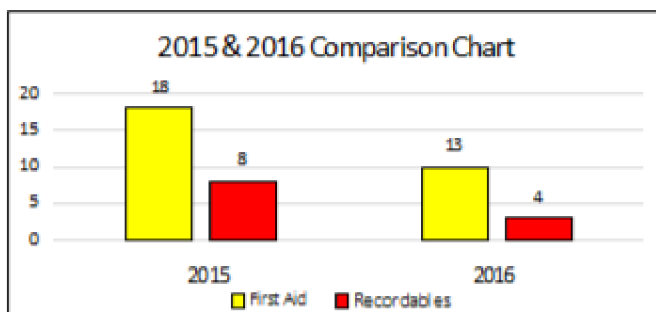
### Injury Prevention

- Planning
- Training– First Aid
- PPE

### Incident 2

The employee was performing an 811 call when he stumbled into a hole that was hidden by a ground cover. Immediately reported the concern to the Supervisor and Safety.

- Planning
- JSA
- Training
- PPE



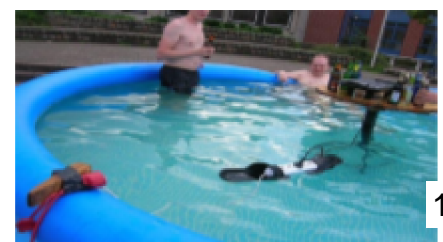
Port TRIR: 3.60  
 2016 Injuries:  
 Slips/Trips/Falls = 4  
 Struck By = 3  
 Strain/Sprain = 5  
 Cuts/Lacerations = 1  
 Other = 4

- Response plan for suspicious odors.  
**Status:** In process
- Buy a personal locator beacon and a boat ready cooler for Port PD.  
**Status:** Researching
- Provide a portable eyewash station for the Gantry located at Bulk Terminal.  
**Status:** In process
- To place mirrors in all corners in hallways to prevent running into someone.  
**Status:** Researching
- Fire exit doors should have a small window to view outside.  
**Status:** Complete
- Have maintenance provide a skid-o-can on a pull along small trailer for grass crew.  
**Status:** Researching
- To provide proper training on hard hat expiration dates.  
**Status:** In process

***"Safety is a cheap and effective insurance policy."***

***-Unknown Author***

**Picture This!**



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## SAFETY

### **First Aid / CPR/ AED**

This year we are using a blended learning course through Red Cross that allows employees to work on a computer-based portion at their own pace and then completing the skills portion with the Safety Manager at their convenience. We have about 50% of employees updated.

### **3rd Quarter Safety Lunch 'N Learn Management Recognitions**

#### **Job Safety Analysis Participation**

- BMD – 91
- BAT Team – 30
- Maintenance – 26
- Environmental – 9

#### **Participation Winners (On-The-Spot, JSA & Peer Observations)**

- Ryan McManus (BAT) – 16
- Matt DelRossi (BAT) – 16
- Benito Alvarado (BMD) – 12
- Kamen Kalinov (BMD) – 12
- James Cantu (BMD) – 10
- Cliff McKenzie (BMD) – 10

## COMMUNITY RELATIONS

### **Internal & Community Events/Meetings**

- Mayor's Interagency Meeting
- Port Employee Awareness & Active Shooter event/luncheon
- Chamber Meeting with Infrastructure Committee
- Chamber Governmental Affairs Meeting
- First Baptist Church-DejaVu Senior Adults presentation
- WBA meeting
- Bola Blanca-Laredo Chamber
- Chamber Executive Board meeting
- Radiology Associates-Wellness community ribbon cutting
- NAACP Youth Summit meeting
- PCCA Leadership Retreat
- Port Industries Public Affairs Meeting
- CITGO dinner for Illinois public official
- Strategic Action Leader-Be An Environmental Leader meeting
- Ingleside Chamber of Commerce Annual Installation of Officers
- San Patricio County EDC
- Coastal Bend College Foundation
- Texas Diversity Council
- NAACP Meet and Greet
- United Corpus Christi: Diez & Seis Mano A Mano Scholarship Program
- Del Mar College Board of Trustees
- It's Your Life Foundation
- KEDT-USO sponsorship
- Casa de Amor: Ronald McDonald House
- Mission 911
- Christian Business Association
- Las Estrellas Gala/Hispanic Women's Network
- Bill Dodge Memorial Run
- Buc Days Golf Tournament
- Texas A&M University-Achieve Partnership
- Camp Aranzazu Meet & Greet
- Aransas Pass Chamber of Commerce-State of the City 2016
- World Affairs Council
- Ready Or Not Foundation 10<sup>th</sup> Anniversary
- KEDT Classic Brew
- The Ark Gala
- Ingleside Chamber of Commerce
- Boy Scouts of America-Distinguished Citizens Awards Dinner
- Nu Star-Casting for a Cause

- Tuloso-Midway Education Foundation

**Hillcrest/Washington Coles Acquisition & Relocation Program**

- Hillcrest/Harbor Bridge Project Weekly Conference Call (4)
- Hillcrest Site visit (2)
- Per Parcel Meeting with Staff
- Relocation Program / Survey of Neighborhood
- Hillcrest Buyout Neighborhood Coles Voluntary Acquisition and Relocation Program
- Hillcrest/Washington Coles Voluntary Acquisition and Relocation Program
- Hillcrest/Washington Coles Voluntary Acquisition and Relocation Program
- Del Richardson and Jeff Taylor, DRA



## COMMUNICATIONS

### Staff & Employee Events

During the month of September the Communications Department planned, attended and/or coordinated staff & employee participation in the following events:

- Reviewed 2016 Marketing Plan and Creative for B2B
- Various PMOP Positive Engagement Campaign meetings
- Various Harbor Bridge Acquisition & Relocation Program related meetings
- Port Commission Mtg.
- Wellness Committee meetings and Luncheon
- CVB monthly meeting
- VCS Board Meeting
- POCCA Leadership Retreat
- Planning upcoming conferences & tradeshow such as APLA, FITAC, AAPA.
- Planned & Participated in Breakbulk Americas
- Planned & Participated in annual visit to OXY
- Planned & Participated in annual visit to KCS
- Planned & Participated in Laredo Vision 2016
- Activities related to the ribbon cutting of voestalpine
- Planning annual visits to UP & Kirby Marin and Trafigura headquarters.
- Supported Commissioners presentations at different area organizations.

### New Media Marketing Management

- PortOfCorpusChristi.com
  - Our Broadcasts/SEACASTS news feed stories are original content; written to inspire organic growth with search engines. [Deeper, Wider Corpus Christi Ship Channel Closer to Fruition](#)
  - WEBSITE ANALYTICS (September 1 – 30, 2016)
    - 14,364 Sessions
    - 30,453 Page Views
    - 7,458 Unique Users
  - USER PROFILES

| <b>Country</b> | <b>Sessions</b> | <b>% Sessions</b> |
|----------------|-----------------|-------------------|
| United States  | 13,357          | 92.99%            |
| India          | 96              | 0.67%             |
| UK             | 87              | 0.61%             |
| Canada         | 69              | 0.48%             |
| Mexico         | 57              | 0.40%             |
| Colombia       | 45              | 0.31%             |

○ TOP TRAFFIC SOURCE

| <b>Source</b>  | <b>Sessions</b> | <b>%New Sessions</b> |
|----------------|-----------------|----------------------|
| Organic Search | 7,284           | 51.07%               |
| Direct         | 5,560           | 32.19%               |
| Referral       | 1,128           | 33.24%               |
| Other          | 280             | 87.14%               |
| Social         | 108             | 68.52%               |
| Email          | 4               | 75.00%               |

• **SOCIAL MEDIA** – (September 1 – 30, 2016)

- Facebook
  - 4,575 Likes
  - 50 New Likes
  - 846,102 Total Reach
- Twitter
  - 4,810 Followers
  - 180 New Followers
  - 13,800 Impressions (Organic)

**Media Advisories/Press Releases**

- [Port Corpus Christi Commissioners Adopt a Memorandum of Understanding with U.S. Army Corps of Engineers for Corpus Christi Ship Channel Improvements](#)
- [2016 State of the Port Luncheon](#)
- [U.S. House of Representatives Passes Critical Water Resources Legislation](#)

**Media Mentions/Web Stories** (September 1 – 30, 2016)

- 24 Mentions (See attached PortCCNewsAndSocial-9-2016)

**Photo/Video/Documentary**

- Feel the Energy poster
- COE, MOU Signing
- Employee Photos
- Port ops

**Media, Marketing, Community & Public Relations**

- Coordinate Publication/Release of Employee Newsletter

## Multimedia Coverage for September MARKETING RECAP-MDR

**Marketing Recap:** In September, MDR Advertising assisted with several projects.

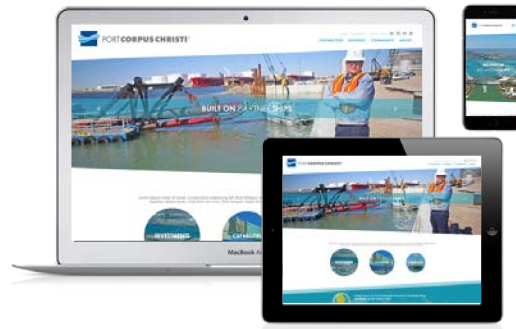
AAPA Mexico will be held later this year. The stand and ad were designed for the conference.

MDR coordinated the 90<sup>th</sup> Anniversary Special Section in the Corpus Christi Caller-Times which printed on September 18th. The special insert covered the port's history, present growth and future projects.

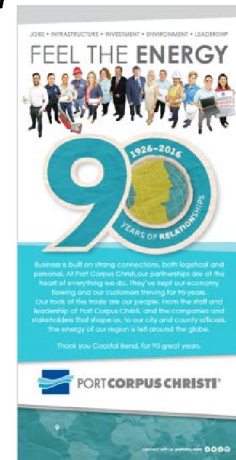
Work continues on the Port's new website. The anticipated launch date is approaching in mid-October if all components are implemented as expected. MDR is working closely with Port IT to transfer special pages they have designed with staff needs in mind. Together, we will deliver a website the Port staff can use to maximize their efforts locally and globally.

MDR is developing the presentation format for the upcoming State of the Port. A special 90<sup>th</sup> anniversary commemorative poster is also in design.

### *New Port Website in Development*



### *Caller-Times 90<sup>th</sup> Anniversary Special*



### *AAPA Mexico Conference*



## Media Recap: 2016 Campaign

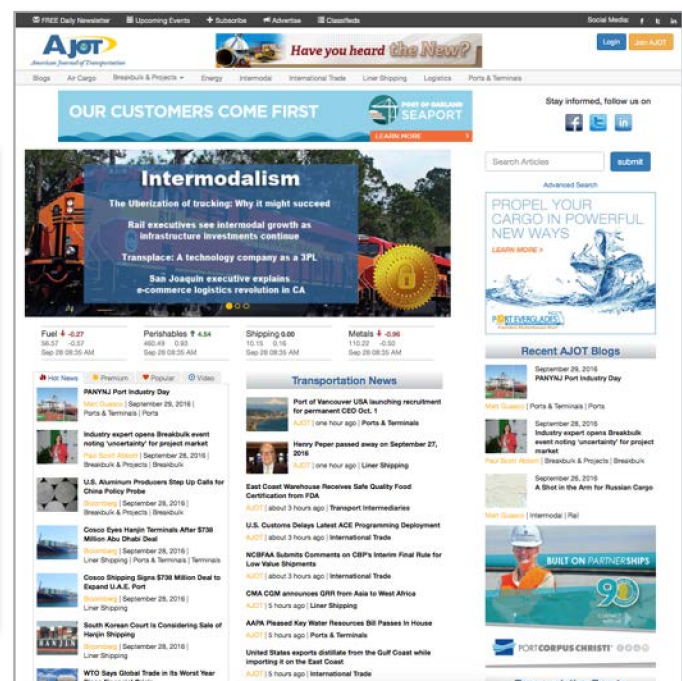
This year the media plan consists of print and online advertising.

|                |           |                     |          |
|----------------|-----------|---------------------|----------|
| <b>Print:</b>  | \$71,687  | <b>Added Value:</b> | \$21,948 |
| <b>Online:</b> | \$106,571 | <b>Added Value:</b> | \$65,941 |

## ONLINE ADVERTISING - Click-thrus to portofcc.com:

| July '16   | Aug '16  | Sep '16  | Oct '16  |
|--|--|--|--|
| <a href="http://aapa-ports.org">aapa-ports.org</a><br><a href="http://americaeconomia.com">americaeconomia.com</a><br><a href="http://breakbulk.com">breakbulk.com</a><br><a href="http://centralamericadata.com">centralamericadata.com</a><br><a href="http://drycargomag.com">drycargomag.com</a><br><a href="http://expansionsolutionsmagazine.com">expansionsolutionsmagazine.com</a><br><a href="http://globaltrademag.com">globaltrademag.com</a><br><a href="http://il-latam.com">il-latam.com</a> (Inbound Logistics Latin America)<br><a href="http://joc.com">joc.com</a><br><a href="http://seatrade-maritime.com">seatrade-maritime.com</a><br><a href="http://transportjournal.com">transportjournal.com</a><br><a href="http://T21.com.mx">T21.com.mx</a> | <a href="http://aapa-ports.org">aapa-ports.org</a><br><a href="http://ajot.com">ajot.com</a><br><a href="http://americaeconomia.com">americaeconomia.com</a><br><a href="http://breakbulk.com">breakbulk.com</a><br><a href="http://centralamericadata.com">centralamericadata.com</a><br><a href="http://drycargomag.com">drycargomag.com</a><br><a href="http://expansionsolutionsmagazine.com">expansionsolutionsmagazine.com</a><br><a href="http://globaltrademag.com">globaltrademag.com</a><br><a href="http://heavyliftphi.com">heavyliftphi.com</a><br><a href="http://joc.com">joc.com</a><br><a href="http://seatrade-maritime.com">seatrade-maritime.com</a><br><a href="http://T21.com.mx">T21.com.mx</a> | <a href="http://aapa-ports.org">aapa-ports.org</a><br><a href="http://ajot.com">ajot.com</a><br><a href="http://americaeconomia.com">americaeconomia.com</a><br><a href="http://breakbulk.com">breakbulk.com</a><br><a href="http://centralamericadata.com">centralamericadata.com</a><br><a href="http://drycargomag.com">drycargomag.com</a><br><a href="http://expansionsolutionsmagazine.com">expansionsolutionsmagazine.com</a><br><a href="http://globaltrademag.com">globaltrademag.com</a><br><a href="http://heavyliftphi.com">heavyliftphi.com</a><br><a href="http://inboundlogistics.com">inboundlogistics.com</a><br><a href="http://joc.com">joc.com</a><br><a href="http://nacleanenergy.com">nacleanenergy.com</a><br><a href="http://seatrade-maritime.com">seatrade-maritime.com</a><br><a href="http://T21.com.mx">T21.com.mx</a> | <a href="http://aapa-ports.org">aapa-ports.org</a><br><a href="http://ajot.com">ajot.com</a><br><a href="http://americaeconomia.com">americaeconomia.com</a><br><a href="http://breakbulk.com">breakbulk.com</a><br><a href="http://centralamericadata.com">centralamericadata.com</a><br><a href="http://drycargomag.com">drycargomag.com</a><br><a href="http://expansionsolutionsmagazine.com">expansionsolutionsmagazine.com</a><br><a href="http://globaltrademag.com">globaltrademag.com</a><br><a href="http://heavyliftphi.com">heavyliftphi.com</a><br><a href="http://inboundlogistics.com">inboundlogistics.com</a><br><a href="http://joc.com">joc.com</a><br><a href="http://nacleanenergy.com">nacleanenergy.com</a><br><a href="http://seatrade-maritime.com">seatrade-maritime.com</a><br><a href="http://T21.com.mx">T21.com.mx</a> |
| 260  | 207  | 182  | TBA  |

*Notes: America Economia's eNewsletter, Breakbulk and JOC represented almost 60% of September click thru traffic. This month, America Economia and Breakbulk were the top two media partners for delivering clicks. Visits from Global Trade accounted for the most page views with an average of 3.2 pages and for the longest time spent on the website with an average of 2:38 minutes. Overall average sessions lasted 1:12 and average pages per session was 1.41.*





# Printed Advertising

| July '16       | Aug '16                                   | Sep '16  | Oct '16   |
|----------------|---|--|---|
| Shippers Today | Dry Cargo<br>International<br>T21 Revista | AAPA Seaports<br>Convention Issue**<br>Expansion Solutions<br>Magazine**<br>Global Trade Magazine<br>Journal of Commerce –<br>Texas Dir.<br>Maritime Executive<br>Mexico Energy<br>N. American Clean<br>Energy (below)<br>SHALE Magazine | Breakbulk Americas**<br>(below)<br>Mexico Energy<br>T21 Revista |
| 7,000          | 16,210                                    | 162,209  | 45,000  |

\*Includes full page editorial of Port with photos, negotiated with media buy.

\*\*Distributed at Conference – bonus circulation.

### TRADE NOTES

#### BREAKBULK, OIL PRICE CORRELATION

General cargo volumes track oil price movements in Saudi Arabia.

Source: Saudi Arabia Port Authority, www.portofbilbao.com

Investing in the kingdom. Breakbulk attempts to develop large industrial clients have had limited success, and it may be that instead of aiming to attract large-scale industrial plants, the government would do better to promote development of smaller firms. Therefore, if it is likely to succeed, Vision 2030 really will need to focus on using 2030 to develop a more localized regional manufacturing base for future growth.

#### DOWNSTREAM OPTIONS

Some of the focus may also be to expand & diversify transport to move further downstream, through developing more refining capacity, potentially making the country the world's largest refinery, or through ventures such as the "Oil to Chemicals" project. It is looking at more chemical manufacturing companies SAHIC.

However, Saudi Arabia's efforts to become a regional manufacturing hub and attract investment are face a real challenge. It will be competing with neighboring Gulf states, such as the U.A.E., which have had their doors open to investment for far longer, are far better regulated and are not as conservative as Saudi Arabia. For example, first Dubai and then Abu Dhabi have become particularly successful aviation hubs over a relatively short period of time.

Over the last 10 years Saudi Arabia has seen gradual growth in shipping quantities. The majority of the flows in and out of the kingdom, increasingly, have been liquids (bulk tankers, container and bulk). On average, these three categories made up 98 percent and 94 percent of loaded and discharged volume, respectively, from 2004 to 2015. Loaded

Liquid cargoes made up more than two-thirds of total volume over this period. General cargoes, which include breakbulk and project shipping, have in the past made up, on average, about 15 percent of total discharged and 1 percent of loaded volumes into the kingdom. There appears to be a link between the level of general cargo volumes and oil prices. In particular, discharged volumes have decreased in 2014 since oil prices started falling.

Over time if the Vision 2030 will have some knock-on impact on project shipping volumes. In relative terms, however, the scale is unlikely to be significant and much of the investment in under phase over the coming years will be a sometime event, unlike the radical Indian stimulus that China has been through since the 1980s.

What is likely to be more critical to project cargoes is the oil price. If Saudi Arabia starts opening as a company run to maximize profits for its shareholders, then oil prices start climbing so low will major capital investment in new wells and oil upgrades, as well as its potential for further growth in the downstream sectors.

Sakran Akbar is a partner with CEG Europe, based in London and has 20 years' experience in advising companies and governments on various aspects of the oil, gas and petrochemical industries.

Col Chetwood is a partner with CEG Europe, based in London and has 20 years' experience in advising companies and governments on various aspects of the oil, gas and petrochemical industries.

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Moving America's Energy

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## Audience Overview

Sep 1, 2016 - Sep 30, 2016

All Users  
100.00% Sessions

### Overview

#### Sessions



#### Sessions

14,364

#### Users

7,458

#### Pageviews

30,453

#### Pages / Session

2.12

#### Avg. Session Duration

00:02:15

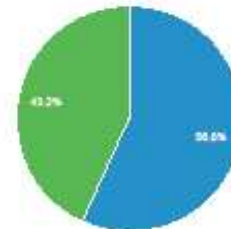
#### Bounce Rate

53.19%

#### % New Sessions

43.20%

Returning Visitor New Visitor



| Country |                                | Sessions | % Sessions |
|---------|--------------------------------|----------|------------|
| 1.      | <a href="#">United States</a>  | 13,357   | 92.99%     |
| 2.      | <a href="#">India</a>          | 96       | 0.67%      |
| 3.      | <a href="#">United Kingdom</a> | 87       | 0.61%      |
| 4.      | <a href="#">Canada</a>         | 69       | 0.48%      |
| 5.      | <a href="#">Mexico</a>         | 57       | 0.40%      |
| 6.      | <a href="#">Colombia</a>       | 45       | 0.31%      |
| 7.      | <a href="#">Philippines</a>    | 35       | 0.24%      |
| 8.      | <a href="#">China</a>          | 32       | 0.22%      |
| 9.      | <a href="#">Singapore</a>      | 30       | 0.21%      |
| 10.     | <a href="#">Panama</a>         | 27       | 0.19%      |



# **PORTCORPUSCHRISTI**

EDR - Major Events September 2016

| <b>Date</b>        | <b>Event</b>                                    | <b>Location</b> | <b>Type</b>           |
|--------------------|---|-----------------|-----------------------|
| September 1, 2016  | Builders Association of CC                      | CC Country Club | Community Engagement  |
| September 1, 2016  | Hillcrest Conference Call                       |                 | Meeting               |
| September 1, 2016  | Casa De Amor                                    | Ortiz Center    | Community Sponsorship |
| September 2, 2016  | T Parker Host Conference Call                   |                 | Meeting               |
| September 3, 2016  |   |                 |                       |
| September 4, 2016  |   |                 |                       |
| September 5, 2016  | Voluntary Relocation Progress Report            |                 | Report                |
| September 5, 2016  | Bola Blanca - Laredo Chamber                    | Laredo          | Community Sponsorship |
| September 6, 2016  |   |                 |                       |
| September 7, 2016  | STWAC Waterway Planning                         | Port            | Meeting               |
| September 7, 2016  | Visit to Panama                                 | Panama          | Conference            |
| September 8, 2016  | Hillcrest Conference Call                       |                 | Meeting               |
| September 9, 2016  | Christian Business Association                  | Ortiz Center    | Community Sponsorship |
| September 9, 2016  | Las Estrellas Gala                              | Ortiz Center    | Community Sponsorship |
| September 10, 2016 | Bill Dodge Memorial Run                         | Cole Park       | Community Sponsorship |
| September 11, 2016 |   |                 |                       |
| September 12, 2016 | Audit Committee                                 | Port            | Meeting               |
| September 13, 2016 | Security Committee                              | Port            | Meeting               |
| September 14, 2016 | State of the University                         | TAMUCC          | Community Sponsorship |
| September 14, 2016 | TAMUCC Achieve Partnership                      |                 | Community Sponsorship |
| September 14, 2016 | TAMUCC South Texas EDC Sponsor                  |                 | Community Sponsorship |
| September 14, 2016 | TAMUCC Islander Athletics Corporate Advertising |                 | Community Sponsorship |

|                    |   |                                     |                       |
|--------------------|---|-------------------------------------|-----------------------|
| September 14, 2016 | TAMUCC Islander Athletic Fund Promotion           |                                     | Community Sponsorship |
| September 14, 2016 | CIS Big Brothers Big Sisters Forever Amigos       |                                     | Community Sponsorship |
| September 15, 2016 | Visit to Mexico City                              | Mexico City, Mex                    | Conference            |
| September 15, 2016 | Baton Rouge Fundraiser                            | Port                                | Community Engagement  |
| September 15, 2016 | Hillcrest Conference Call                         |                                     | Meeting               |
| September 16, 2016 |   |                                     |                       |
| September 17, 2016 |   |                                     |                       |
| September 18, 2016 |   |                                     |                       |
| September 19, 2016 | Midstream Conference                              |                                     | Conference            |
| September 19, 2016 | Women in Leadership                               | Ortiz Center                        | Community Engagement  |
| September 20, 2016 | Commission Meeting                                | Ortiz Center                        | Meeting               |
| September 20, 2016 | LNG Global Congress London                        | London                              | Conference            |
| September 21, 2016 | Visit to KCS                                      | Kansas City, MO                     | Meeting               |
| September 21, 2016 | WAC Luncheon - Turmoil in Turkey & Impacts        | Ortiz Center                        | Community Sponsorship |
| September 22, 2016 | KEDT Classic Brew                                 | CC Museum of Science & History      | Community Sponsorship |
| September 22, 2016 | Ready or Not Foundation                           | Ortiz Center                        | Community Sponsorship |
| September 22, 2016 | Hillcrest Conference Call                         |                                     | Meeting               |
| September 23, 2016 |   |                                     |                       |
| September 24, 2016 | Ingleside Chamber of Commerce Annual Banquet      | Northshore Country Club             | Community sponsorship |
| September 25, 2016 |   |                                     |                       |
| September 26, 2016 | Laredo Development Foundation Logistics Symposium | Laredo, TX                          | Conference            |
| September 27, 2016 | RHAB Ceremony Luncheon                            |                                     | Community Engagement  |
| September 27, 2016 | Breakbulk Americas                                | Houston, TX                         | Conference            |
|                    | Argus Condensate & Naphtha Markets                | Houston, TX                         | Conference            |
| September 28, 2016 | Safety Lunch & Learn                              | Port                                |                       |
| September 29, 2016 | Nustar Casting for a Cause                        | Robert's Point Park in Port Aransas | Community Sponsorship |



|                    |                            |      |         |
|--------------------|----------------------------|------|---------|
| September 29, 2016 | Special Commission Meeting | Port | Meeting |
|--------------------|----------------------------|------|---------|

## HILLCREST

### 1.1 Port of Corpus Christi

(a) Summary of activities

| Date       | Activity   |
|------------|--|
| 09/01/2016 | Meeting with minister and principals of Alter of Prayer  |
| 09/01/2016 | Hillcrest/Harbor Bridge Project Weekly Conference Call   |
| 09/01/2016 | Door to Door engagement: Contacting Non-responsive parcels   |
| 09/01/2016 | CAB Community Advisory Board meeting   |
| 09/05/2016 | Citizen Alliance Meeting   |
| 09/08/2016 | Door to Door engagement: Contacting Non-responsive parcels   |
| 9/08/2016  | Completed install, troubleshoot and configured DRA/OPC VPN and created shortcut for the DRA/OPC SharePoint site for the following users: Rosie Collin, Sam Esquivel, Darrin Aldrich, Jennifer Powell, Sonya Budilo, Lynn Angerstein and Audre Debler |
| 9/08/2016  | Added appraisal presentation and community events to website   |
| 09/14/2016 | TxDOT Program Package Workshop   |
| 9/14/2016  | Project Issues and Resolution Meeting  |
| 09/14/2016 | HB Voluntary Acquisition and Relocation Program Package Submittal Workshop   |
| 09/14/2016 | Meeting with Tom Lavers – Deputy Director Community Supervisor - Corrections   |
| 09/15/2016 | TxDot monthly meeting Stakeholder  |
| 9/15/2016  | Meeting with Ron Navarro (Community Leader) and tour of possible replacement site areas  |
| 09/15/2016 | Community workshop: SETH Program overview  |

|            |  |
|------------|--|
| 09/19/2016 | Meeting with local real estate brokers   |
| 09/19/2016 | Citizen Alliance Meeting   |
| 09/20/2016 | Meeting with Neighborhood Stakeholders lead by Ms. Munford                                     |
| 09/20/2016 | Meeting with local moving companies  |
| 09/20/2016 | Community workshop: Understanding the Loan Process   |
| 9/20/2016  | Meeting with Johnthan McComb of Mc Comb moving services regarding potential community workshop |
| 09/21/2016 | Meeting with Daniel Pena to discuss moving options   |
| 09/22/2016 | Hillcrest/Harbor Bridge Project Weekly Conference Call   |
| 09/22/2016 | Ready or Not Foundation Luncheon   |
| 09/22/2016 | Door to Door engagement: Snow Cones for Hillcrest  |
| 09/27/2016 | Relocation Program / Survey of Neighborhood  |
| 09/27/2016 | Community work: Understanding Real Estate Documents  |
| 09/28/2016 | Share Point Training for team members  |
| 09/29/2016 | Hillcrest/Harbor Bridge Project Weekly Conference Call   |
| 09/29/2016 | Door to Door engagement: Snow Cones for Hillcrest  |

- (b) Total parcels acquired by ROW Contractor /total eligible parcels

No parcels have been acquired to date, offers to owner occupied properties are scheduled to go out mid to late October.

- (c) Information on appraisals performed on specific properties

| Parcel ID | Owner Reference | Status | Parcel ID | Owner Reference | Status |
|-----------|-----------------|--------|-----------|-----------------|--------|
|-----------|-----------------|--------|-----------|-----------------|--------|

|      |                 |           |      |                   |           |
|------|-----------------|-----------|------|-------------------|-----------|
| 0410 | Tovar-Rodriguez | Initiated | 0830 | Thomas            | Initiated |
| 0430 | Milligan        | Initiated | 0837 | Castillo          | Initiated |
| 0460 | Mumphord        | Initiated | 0839 | Wolfson           | Initiated |
| 0473 | Mazeda          | Initiated | 0840 | Wolfson           | Initiated |
| 0477 | Banda           | Initiated | 0856 | Guzman            | Initiated |
| 0487 | Aguilar         | Initiated | 0858 | Wolfson           | Initiated |
| 0488 | Aguilar         | Initiated | 0860 | Grande            | Initiated |
| 0492 | Rodrigues       | Initiated | 0862 | Kinney            | On-Hold   |
| 0501 | Gallegos        | In Review | 0865 | Grant             | Initiated |
| 0508 |                 | Initiated | 0867 | Hicks             | Initiated |
| 0510 | Hill            | Initiated | 0876 | Perez             | In Review |
| 0515 | Alvair          | Initiated | 0879 | Wolfson           | Initiated |
| 0517 | Lloyd           | Initiated | 0892 | Rosario           | Initiated |
| 0533 | Banda           | In Review | 0909 | Johnson           | Initiated |
| 0544 | Casarez         | In Review | 0911 | Johnson           | Initiated |
| 0545 | Brown           | Initiated | 0912 | Bolden            | Initiated |
| 0547 | Lopez           | Initiated | 0938 | Banda             | Initiated |
| 0562 | Enriquez        | In Review | 0944 | Ortiz             | Initiated |
| 0567 | Wolfson         | Initiated | 0948 | Torres            | Initiated |
| 0573 | Marroquin       | Initiated | 0949 | Padron            | Initiated |
| 0579 | Wilson          | Initiated | 0952 | Villarreal, et ux | Initiated |
| 0582 | Jefferson       | Initiated | 0953 | Salas             | Initiated |
| 0587 | Coleman         | Initiated | 0961 | DKJS              | Initiated |
| 0600 | Williams        | Initiated | 0968 | Clacken           | Initiated |
| 0616 | Martinez        | Initiated | 0969 | Clacken           | Initiated |
| 0617 | Martinez        | Initiated | 0974 | Reyna             | Initiated |
| 0621 | Rodrigues       | Initiated | 0984 | Claeys            | Initiated |
| 0643 | Smith           | In Review | 0993 | Williams          | Initiated |
| 0650 | Reyes           | Initiated | 1000 | Ramirez           | In Review |
| 0660 | Trevino         | Initiated | 1014 | Rodriguez         | Initiated |
| 0671 | Yancey          | Initiated | 1015 | Rodriguez         | Initiated |
| 0675 | Carter          | Initiated | 1018 | Markham Bros      | Initiated |
| 0678 | Wolfson         | On-Hold   | 1024 | Perez             | On-Hold   |
| 0683 | Gonzales        | Initiated | 1025 | Perez             | On-Hold   |
| 0696 | Alvarez         | Initiated | 1032 | Naranjo           | In Review |
| 0699 | Alvarez         | Initiated | 1035 | West              | In Review |
| 0702 | Ovalle          | Initiated | 1041 | Valdez            | Initiated |
| 0709 | Banda           | In Review | 1042 | Sanchez           | In Review |
| 0710 | Marruffo        | In Review | 1043 | Rodgers           | In Review |



|      |               |           |      |           |           |
|------|---------------|-----------|------|-----------|-----------|
| 0715 | Bardon        | Initiated | 1045 | Mircovich | Initiated |
| 0722 | Garcia        | Initiated | 1051 | Osswald   | Initiated |
| 0748 | Garza         | Initiated | 1052 | Ayala III | Initiated |
| 0752 | Landeros      | Initiated | 1099 | Mungia    | Initiated |
| 0769 | Seecloud      | Initiated | 1104 | Martinez  | Initiated |
| 0775 | Escobar       | In Review | 1118 | Garcia    | In Review |
| 0796 | Perez         | In Review | 1120 | Salinas   | Initiated |
| 0797 | Izaguirre Jr. | Initiated | 1148 | Maxwell   | Initiated |
| 0818 | Dominguez     | Initiated | 1158 | Martinez  | Initiated |
| 0824 | Wolfson       | Initiated | 1187 | Galvan    | Initiated |
| 0828 | Jackson       | Initiated | M001 | Navarro   | Initiated |

The above list includes appraisals ordered in August and September

During the month of August, no additional task order was issued to appraisers. The focus during the month focused on securing concurrence of process and format of appraisal reports between TXDOT, review appraisers and appraisers.

(d) Relocation assistance provided and to whom (owner or tenant)

No parcels have been acquired to date, however it is anticipated that initial offers will be made prior to the October report

(e) Restrictive covenant purchases:

None purchased to date. Initially 3 households expressed an interest in restrictive covenants, however after meeting with 2 households, 1 decided not to participate, the other requested a comparison between what they would receive in compensation from the Life Estate vs. the Restrictive Covenant. The 3<sup>rd</sup> household is scheduled for a meeting to review eligibility and benefits of the Restrictive Covenant and to intimate paperwork.

(f) Title work performed

A total of 182 titles commitments have been ordered of which 176 have been received and are under review.

(g) Other services related to relocation of residents during reporting period

The DRA team continues to update the Comparable Housing Study for the "Comp Book" weekly.

Del Richardson and Jeff Taylor conducted small group sessions with realtors, property owners and toured various areas in an effort to identify available affordable rental and for sale housing.

- (h) Summary of Port's ROW Contractor Disadvantaged Business Enterprise (DBE) % Goal

DRA is not aware of a DBE goal set for this project. However, it should be noted that DRA and one of its subcontractors are both certified DBE firms.

During the month of September, the focus of the program was to clarify the appraisal process, methodology and approach. Two Appraisal teams were visibly seen in the community performing site inspections. However, the appraisers also focused on obtaining concurrence from TXDOT and the review appraiser (Atrium Real Estate) on the appraisal format being used. The end of the month resulted in the appraisers and review appraisers finalizing 5 reports. These 5 reports have been forwarded to TXDOT for final approval.

The concerns of the community remains with the issue of benefits to the offsite owners. The DRA team continues to echo; all eligibility property owners who complete the Request for Appraisal Form will be scheduled for Appraisals, and they will not be eligible for relocation benefits.

The community has been extremely focused on the DN Leathers project. A few of the DN Leathers residents have outreached to the DRA team for assistance. They were directed to the CAB and City Liaison.

Ongoing outreach to the community continues to bring forward property owners and tenants interested in the program. Outreach activities in September ranged from small group meetings reviewing program options to meetings with various stakeholders on replacement housing options, and street team meetings prompted by a DRA sponsored ice cream truck.

To date a total of 182 title commitments have been ordered with 176 title commitments received. In preparation for the upcoming work phases, DRA has performed relocation interviews with on-site owners. DRA continues to search for available replacement housing and promote housing developers to build additional housing stock.

As required in the Four Party Agreement each property owner was to receive a letter announcing the start of the Hillcrest-Washington Coles Voluntary Real Estate Acquisition and Relocation Program and their options. On May 6, 2016 Del Richardson & Associates Inc.(DRA) mailed out letters to the property owners of the properties identified within the designated program area. In the initial mailing owners of 541 properties were mailed the program letter. Since then 4 additional parcel have been identified within the area and have been issued program letter. However, during the past few months, 41 parcels have been identified as vacant and an additional 6 as non-eligible parcels. Therefore, the total number of parcels possibly eligible for the program has been adjusted to 498.

Through the end of September 2016, DRA has received 184 letters from property owners interested in selling their property, 34 letters from owners requesting additional information. The number of parcels, whose owners have expressed an interest in the restrictive covenant has been reduced to 2. This represents a participation level of 44% of the 498 parcels.

#### Community Outreach

In September community outreach focused on field related activities. The team started the month by visiting 95 non-responsive program participant's parcels. We either met with the owner and discussed program options or left a copy of the May 7th letter on the door, photos were taken to document the delivery / posting of the letter. Based on the interactions in the field the parcel owners we contacted were removed from the list and a new mailing list was created to close out the 2016 yearly program eligibility announcement. (AKA "The May 7th 2016 Letter" Year 1 notification)

On September 22nd and 29th, DRA tested a concept to bring the community out of their homes by hiring an ice cream truck to drive through the neighborhood giving free snow cones to anyone who listened to the program options. We gave out over 150 snow cones and had several discussions with program participants, most of whom were new faces and had not been to the office. We were able to have face to face discussions with several residences who were making program decisions based on misinformation provided by uninformed neighbors. Overall the events had moderate success due to the flow of the interactions in the street not having the structure needed to sign program documents on site. DRA will track the benefits of the events through our office sign in sheets for the first 2 weeks of October.

3 workshops were conducted in the month of September based on feedback and questions received from the prior month.

- \* SETH Program
- \* Understanding the Loan Process
- \* Understanding Real Estate Documents

Throughout the month of September, 50 program participants individually and in small group met with the community outreach team in the office to discuss program options and or to submit eligibility documents.

#### Acquisition

During the month of September, Acquisition continued to stay busy meeting with 37 owners. The number 1 topic was the appraisal process and when the owners would receive a formal offer. The Acquisition Manager communicated the status to each program participant and addressed other concerns. 104 title curatives have been completed. The title curatives will be uploaded into SharePoint in early October. The Acquisition Manager had several meetings with the title companies in preparation of the curatives that will be forwarded to them in the coming weeks.

The Acquisition Team spent a majority of September ensuring the appraisers navigated the review process. The Hillcrest project has several nuances associated with what to consider as project influence. Process meetings with Boone Waters, Lory Johnson, Leonel Garza and Ray Smith were held regarding the appraisal format that would be acceptable to TxDOT. On Friday, October 30<sup>th</sup>, 16 appraisals were approved by Lory Johnson (Review Appraiser) and put on SharePoint for TxDOT for next level review.

A third appraiser (CBRE) and a second reviewer (Watts) have been engaged to assist with the next 30-40 appraisals needed. We have scheduled process meeting for the first week in October.

All offsite owner interactions have been placed on hold until we receive written instructions on how to proceed with the offer process.

#### Relocation



During the month of September relocation has completed interviews with 47 on-site owners whose properties are currently being appraised. We are waiting on the go ahead to conduct interviews on the off-site property owners.

Relocation continues to search the area for comparable and has prepared a comparable book and is continuing to add listing weekly. Relocation has conducted meetings during the month of September with 9 local real estate agents who have also agreed to email current listing to the office to be considered for comparable.

We also met with five local moving companies to discuss the program and the requirements for moving companies. Each mover has express interest in providing moving estimates to the property owners when they are prepared to move.

**Appendix B: Port of Corpus Christi Supplemental Information**

- B.1. 9.8.16 Hillcrest Agenda Rev1
- B.2. 9.15.16 Hillcrest Agenda
- B.3. 9.22.16 Hillcrest Agenda
- B.4. 9.29.16 Hillcrest Agenda
- B.5. September\_Hillcrest\_Community\_Events
- B.6. September\_Hillcrest\_Community\_Events-Spanish

## NEIGHBORHOOD VOLUNTARY ACQUISITION RELOCATION PROGRAM BUDGET TRACKING

|  | Jan                | Feb                | March              | April               | May                 | June                | July               | Aug                | Sept               | Oct.          | Nov           | Dec           | Year                |
|--|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|--------------------|--------------------|--------------------|---------------|---------------|---------------|---------------------|
| <b>Acq Provider (DRA/OPC)</b>            |                    |                    |                    |                     |                     |                     |                    |                    |                    |               |               |               |                     |
| Monthly Program Mgmt Fee                 | \$0.00             | \$0.00             | \$0.00             | \$45,380.00         | \$60,500.00         | \$60,500.00         | \$60,500.00        | \$60,500.00        | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$287,380.00        |
| Monthly Community Outreach Fee           | \$0.00             | \$0.00             | \$0.00             | \$30,800.00         | \$30,800.00         | \$30,800.00         | \$30,800.00        | \$30,800.00        | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$154,000.00        |
| Acquisition Fee Per Parcel               | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Friendly Condemnation Support Per Parcel | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Relocation Case Residential              | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Relocation Case Business                 | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Property Management Fee                  | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Travel                                   | \$0.00             | \$0.00             | \$0.00             | \$2,577.90          | \$1,775.00          | \$1,229.92          | \$1,021.91         | \$1,564.27         | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$8,169.00          |
| Other costs                              | \$0.00             | \$0.00             | \$0.00             | \$22,869.54         | \$8,250.27          | \$14,384.32         | \$4,935.26         | \$3,102.56         | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$53,541.95         |
| <b>Acq Provider Totals</b>               | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$101,627.44</b> | <b>\$101,325.27</b> | <b>\$106,914.24</b> | <b>\$97,257.17</b> | <b>\$95,966.83</b> | <b>\$0.00</b>      | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$503,090.95</b> |
| <b>Legal Expense (Welder/Leshin)</b>     |                    |                    |                    |                     |                     |                     |                    |                    |                    |               |               |               |                     |
| Employee 1                               | \$59,660.00        | \$20,155.00        | \$45,258.75        | \$30,630.00         | \$0.00              | \$0.00              | \$57,986.25        | \$9,752.50         | \$32,191.25        | \$0.00        | \$0.00        | \$0.00        | \$255,633.75        |
| Employee 2                               | \$0.00             | \$687.50           | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$187.50           | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$875.00            |
| Other costs                              | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| <b>Legal Source Totals</b>               | <b>\$59,660.00</b> | <b>\$20,842.50</b> | <b>\$45,258.75</b> | <b>\$30,630.00</b>  | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$57,986.25</b> | <b>\$9,940.00</b>  | <b>\$32,191.25</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$256,508.75</b> |
| <b>Third Party Services</b>              |                    |                    |                    |                     |                     |                     |                    |                    |                    |               |               |               |                     |
| Spitzer Employee 1                       | \$20,496.00        | \$13,776.00        | \$10,416.00        | \$2,240.00          | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$46,928.00         |
| Spitzer Employee 2 (Travel)              | \$1,542.65         | \$1,639.96         | \$1,533.40         | \$492.61            | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$5,208.62          |
| Other costs                              | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| W.L Bates Employee 1                     | \$2,000.00         | \$1,250.00         | \$500.00           | \$650.00            | \$0.00              | \$500.00            | \$650.00           | \$625.00           | \$625.00           | \$0.00        | \$0.00        | \$0.00        | \$6,800.00          |
| W.L Bates Employee 2                     | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Other costs                              | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| Naismith Eng Employee 1                  | \$0.00             | \$10,952.50        | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$10,952.50         |
| Naismith Eng Employee 2                  | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| L.K. Jordan Temporary Services           | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$3,278.33          | \$3,437.28          | \$3,496.87         | \$7,457.37         | \$2,516.70         | \$0.00        | \$0.00        | \$0.00        | \$20,186.55         |
| Other costs                              | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |
| <b>Third Party Services Totals</b>       | <b>\$24,038.65</b> | <b>\$27,618.46</b> | <b>\$12,449.40</b> | <b>\$3,382.61</b>   | <b>\$3,278.33</b>   | <b>\$3,937.28</b>   | <b>\$4,146.87</b>  | <b>\$8,082.37</b>  | <b>\$3,141.70</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$90,075.67</b>  |
| <b>Property</b>                          |                    |                    |                    |                     |                     |                     |                    |                    |                    |               |               |               |                     |
| Land Purchase Price                      | \$0.00             | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00              | \$0.00             | \$0.00             | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00              |

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## **GOVERNMENT AFFAIRS**

### **Local**

- Attended United Corpus Christi Chamber Government Affairs committee meeting.
- Attended PICC Public Affairs/Government Affairs committee meeting.
- Attended Voestalpine stakeholder meeting regarding City of Portland noise concerns.
- Attended Aransas Pass State of the City update.

### **State**

- Meeting with Representative Todd Hunter and John LaRue to discuss 2017 legislative session.
- Meeting with Nueces County Clerk to discuss proposed port legislation.
- Attended Transportation Tuesday event. Assisted Chairman Zahn with preparation for speaking role regarding port state funding and transportation needs.
- Various conference calls with Texas Ports Association to discuss upcoming legislative session priorities.
- Attended GPAA/PMAC committee meeting to discuss MOU and common issues.

### **Federal**

- Congress returned from September break and passed a Continuing Resolution to fund the government through December 9<sup>th</sup>. Congress adjourned on Sept 29<sup>th</sup> until after the November elections.
- The Port's "new start" language for our CIP was included in WRDA and reimbursement language for Aids to Navigation was included in the Coast Guard and Maritime Transportation Amendments Act of 2016.
- Attended meeting with new Colonel from U.S. Army Corps of Engineers, Galveston District to discuss our Ship Channel Improvement Project.
- Meeting with Congressman Filemon Vela's Legislative Director to provide update on WRDA needs and Ship Channel Improvement Project.
- Various meetings and conference calls with consultants to advance our Ship Channel Improvement Project and La Quinta Aids to Navigation.
- Working with congressional offices and consultants to monitor FY 2017-2018 budget, WRDA 2016, Harbor Maintenance Trust Fund, TIGER grant program, PSGP, etc.

**Memorandum for Nelda Olivo  
Director of Government Affairs, Port of Corpus Christi Authority**

From: Brian Yarbrough and Janiece Crenwelge  
Date: September 30, 2016  
Re: Activities on behalf of Port Corpus Christi during September 2016

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**September 1:** Meeting with Rep. Leighton Schubert (R-Brenham) for briefing and introduction of Port issues.

**September 2:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**September 6:** Meeting with Reps. John Kuempel and Larry Gonzales regarding Port issues.

**September 7:** Teleconference with Nelda Olivo regarding September 15 hearing of the Texas Senate Select Committee on Texas Ports.

**September 8:** Meeting with chief of staff to Rep. Byron Cook regarding Port issues and the interim activities of the House Committee on State Affairs. The committee is reviewing contracting procedures for public entities and disaster preparedness of Texas infrastructure and transportation systems.

**September 9:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**September 13:** Attend and monitor for Port issues a meeting of the House Select Committee on State and Federal Power and Responsibility. The committee is examining the status of Texas statutes prohibiting or restricting investment in foreign nations. The committee is also charged with determining whether and to what extent Texas has the authority to levy its own economic sanctions in light of recent and potential future actions by the federal government. Meeting with Reps. John Raney (R-Bryan) and Hubert Vo (D-Houston) for update on Port issues and interim activities.

**September 14:** Attend and monitor for Port issues the Senate Transportation Committee hearing. The committee heard updates from the Texas Department of Transportation regarding new and anticipated revenue and recommendations that address project prioritization and selection, effectiveness of staffing levels and project delivery methods. Proposed funding for Texas ports was included in a draft legislative appropriations request for the hearing. Meetings with Rep. J.M. Lozano (R-Kingsville) and Larry Phillips (R-Sherman) regarding Port issues.

**September 15:** Meeting with Chairman Charles Zahn, preparation for testimony, attendance and monitoring of the Texas Senate Select Committee on Texas Ports. The committee is considering

the economic impact that inland waterways, coastal ports and inland ports have on the state economy, as well as the impact of the Panama Canal expansion on Texas ports.

**September 16:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**September 21:** Meeting with Rep. Cecil Bell (R-Magnolia) regarding Port issues and interim activities of the House Committee on Land and Resource Management relating to coastal erosion's effect on coastal development.

**September 22:** Teleconference with Nelda Olivo regarding the Port's legislative agenda for 2017, including property tax issues, security, franchise agreements, and reporting requirements. Meeting with Rep. Andy Murr (R-Junction) regarding Port issues and the House Transportation Committee interim activities.

**September 23:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**September 28:** Attend and monitor for Port issues a hearing of the House Transportation Committee, Subcommittee on Long-term Infrastructure Planning. The subcommittee is evaluating transportation reinvestment zones for use by municipalities and counties transportation funding when authorized by the state. Attend and monitor for Port issues the House Transportation Committee hearing on the state's role in responding to natural disasters (e.g. coastal hurricanes) - specifically reviewing contraflow lane plans for major routes and technology that can minimize evacuation and travel times. Also, the committee addressed oversize or overweight corridors and is charged with making recommendations to ensure that consistent measures are used to determine fee amounts, bond requirements, and gross weights allowable.

**September 30:** Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

**September 1-31:** Conferences with offices of Sen. Hinojosa, Reps. Hunter, Lozano and Herrero, and staffs, regarding Port issues. Review of and legal research on legislation enacted by the 84<sup>th</sup> Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.

## **BORSKI ASSOCIATES, LLC**

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805 15th Street, N.W.  
Suite 1101  
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### **MEMO**

To: Port of Corpus Christi  
From: Borski Associates  
Date: October 1, 2016  
Re: Monthly Report

### **FY17 Budget and WRDA**

Congress adjourned on September 29th until after the November elections. After reaching an agreement on Zika funding and resolving plans to address the crisis in Flint, MI, Congress passed a bill to keep government programs funded until December 9th.

The plan to address aid for Flint includes using the Water Resources Development Act as a vehicle for this funding. Both the House and the Senate passed their respective versions of WRDA, which is almost certain to become law with the Flint aid included. We expect this bill to be negotiated over the recess and be completed in November. Also included in this bill is a provision to stop the Office of Management and Budget from considering authorized project elements as a separable element of a “separate investment decision” for projects initiated during the previous six years. This provision was added to the bill by Congressman Farenthold on behalf of the Port.

### **Corpus Christi Ship Channel Improvement Project**

We provided comments on a draft letter from the local delegation to the Office of Management and Budget. We also participated in meetings with Congressmen Vela and Cuellar, and met with Occidental Petroleum’s Government Affairs representatives, to discuss ways to pressure the Office of Management and Budget

### **Post Election Agenda**

There are only a few outstanding items remaining for Congress to resolve, including the FY17



budget, the annual defense authorization, and a few expiring laws that require extension. The water resources bill will also be considered, given that aid for Flint will be included in that bill.

Typically, post-election sessions allow for greater cooperation, as the pressures of the election have subsided. While many of the underlying tensions remain, particularly within the Republican Party, about federal spending, we expect congressional leaders to make quick work of these issues before a new administration takes office in January.

## INFORMATION TECHNOLOGY

### **Status of Information Technology Programs & Initiatives**

- Helpdesk – 374 IT helpdesk tickets submitted and 345 tickets resolved in September.
- PD Network Redesign – Network redesign to convert analog network to digital has begun. The first phase is complete and new switches and cameras at Oil Dock 14 and the PD data center have been installed. A digital network will improve image quality, allow for easier software and firmware maintenance and replace the existing aging equipment.
- Data Center Colocation – This project received Commission approval in August. Kickoff meetings with all vendors have been held. Goal is to have the backup data center moved to Cyrus One by the end of year. Cyrus One has provisioned our space in their data center. We are currently waiting for Time Warner to install the point to point connection between Annex building and Cyrus One facility.
- Phone System Replacement – This project received Commission approval in August. Equipment has been ordered and planning is under way for implementation. This project will be complete by end of year. All hardware is scheduled to be delivered by 10/14/16. Hardware preparation and wiring will begin on 10/19/16.
- Agenda Management – Granicus has been chosen by staff to replace existing commission agenda management software. Agendas are being created in Granicus by Peggy and Sherry. November agenda items will be submitted by staff into the Granicus system. This will extend the ownership of the agenda item to the submitting user.
- Virtualization of Servers (Port PD) – All hardware is installed and the migration of servers has begun. Vendors onsite the week of 10/17/16 to setup primary system on new hardware.
- Employee Cyber Security Training – Partnered with Innove to conduct employee cyber security training on August 11. Training was mandatory for all employees with a network account. The training package included four parts. Classroom style training for employees, computer based training for new hires and reoccurring updates, monthly cyber threat intelligence bulletins for IT and monthly cyber security updates for all employees. A page has been added in the My Port Newsletter for cyber security updates and employee awareness.
- Employee VPN – Enhanced VPN portal for employees has been built. The concept is for employees to access their data and applications in a more secure and efficient manner when out of the office. The system is currently being tested by select staff. Two-factor authentication has been added into the scope of this project for added security

**2016 Budgeted Projects**

- Data Center Colocation – This project will move the backup data center to a colocation facility in San Antonio. The site has been selected and approved by the Coast Guard. Port IT staff are in the final negotiations with the colocation and telecommunication providers. This project is scheduled to go before the Commission in March for approval. *Estimated project completion: 10/1/16*
- Phone Systems Replacement – Replacement of 10+ year old PBX phone system and consolidation of all sites into one system. This project will remove phone systems at Admin/Annex, HMO, PD, Maintenance and BMD. The existing design of our voice infrastructure is subpar for redundancy and cost effectiveness. Installing a VOIP phone system will allow for SIP trunks which will provide up to 50% reduction in long distance costs. *Estimated project completion: 11/1/16*
- Virtualization of Servers (Port PD) – Existing server infrastructure consists of out of date physical servers. This project would replace 15 to 20 servers with 3 to 4 servers utilizing virtualization. Virtualization introduces costs savings by reducing maintenance contracts along with a reduction in power and cooling needs. Virtualization of servers will also improve the redundancy of the systems they house by utilizing existing Port infrastructure for failover. *Estimated project start date: 9/1/16*
- Network Replacement (Port PD) – As identified in the Transportation Technology Associates Security Technology Master Plan, the network infrastructure for Port PD needs to be upgraded. Most equipment has reached end of life and is no longer supported by the manufacturer. This upgrade would allow for the transition from analog to digital cameras. *Estimated project completion: 12/31/16*

## BUSINESS DEVELOPMENT

### Wind Energy Cargo

- Vessel calls during Sept: Wind energy cargo vessels: 7
- Staff continued discussion regarding the possibilities of long-term storage for Production Tax Credit's Safe Harbor Program with multiple wind manufacturers and logistics providers with initiation time-frame of Q4 2016 and Q1 2017.
- Staff assisted with wind and project cargo identification for accurate billing of monthly open yard and covered storage.
- Staff continued efforts and collaboration with internal departments and local stevedores regarding alternate future Southside and Northside laydown areas.
- Staff continued to collaborate with internal Engineering Department regarding project to enhance a new potential laydown area on Southside
- Staff attended a lunch meeting with wind manufacturer and stevedore to discuss upcoming and future wind energy cargo via POCC
- Met with manufacturer of large scale offshore Wind Turbine Generators
- Met with major developer of offshore Wind Turbine Projects
- Met with logistics provider for offshore Wind Turbine Projects
- Met with Ports involved in preassembly, installation and operation of offshore Wind Turbine Projects

### Project Cargo

- Continue coordinating the import shipments of plant equipment for M&G logistics and mobilization with our team.
- Vessel call during Sept: Project cargo vessels: 3
- Staff collaborated with other internal departments regarding new Harbor Bridge potential laydown issues at Southside Terminal.
- Staff executed meeting agenda for BreakBulk Houston (Sept 27-29) with various manufacturers, carriers, logistics providers, stevedores and rail entities. 2017 projections were obtained.

### Dry Bulk Cargo

- Continue to work with staff to evaluate cranes for Bulk Terminal.
- Continue to support Market Study for Bulk Terminal.
- Analyzing new commodities and supporting strategic development plan for Bulk Terminal.
- Continue to support development of BD3.
- Continue to work with environmental team on petcoke pad site improvements.



**General Cargo**

- Major pipeline projects for transferring natural gas into Mexico are looking to enter PCC. Analyzing land for store needs and anticipated volumes coming online in November.
- Continue to work with pipe coating entity on covered storage needs for construction of new facility in Robstown.
- Staff continues to meet and support M&G with cargo storage needs, covered and open area.
- Staff continues to work with small business entities for liquid bulk transloading throughout port owned tracks.
- Monitoring covered storage needs for incoming clients with super-sack cargoes
- Met with RoRo ship line with interest in PCC for future expansion
- Participated at Breakbulk event, meeting with clients, ship lines and logistic companies.

**Latin American Trade**

- Attended-participated within the START meetings/networking in Monterrey, Mexico. Some of the top manufacturing companies; domiciled in Northern Mexico, were present as well as one of the Class One rail entities. The “key” message was to present the strategic position of PCC and the “Start Alliance” to enhance trade opportunities within the region.
- This month we received 19 “PCC information requested” from interested persons-entities who logged into the web-page: CentralAmericaData.com

**General Activities**

- Attended PCC’s Leadership Retreat. A great opportunity to exchange ideas and comments on how to make us better persons-leaders within our respective jobs-positions.
- Moving forward with the Bulk Terminal Market Study. We should have the final report within the first half of October.
- Continue dialogue with one of the largest RoRo logistics operators who’s interested in 50 or more acres to expand their new vehicles supply-chain-logistics operations.
- Supported and participated in strategic environmental plan workshop.
- Working to find a location for military trailer.
- Staff participated in Leadership Retreat at Port Aransas venue.
- Staff assisted in port harbor tour for Women Leaders in Texas.
- Staff participated in FSP training at Command Center.
- Gave presentation to LNG global congress

## FOREIGN TRADE ZONE

A meeting with Foreign Trade Zone (FTZ) operators and local Customs and Border Protection (CBP) officers was held on Thursday, September 21, 2016. FTZ Manager and CBP provided updates, status of compliance reviews and other FTZ procedures.

Voestalpine continues to work with FTZ Board and CBP for approval to modify and add another phase of production activity to their active FTZ site.

Sherwin Alumina has requested to terminate their FTZ subzone due to bankruptcy and facility closure. Awaiting FTZ Board to approve this request.

FTZ Manager continues to work with internal BD staff and Wind & Energy companies interested in FTZ General Purpose designation usage.

FTZ Manager continues working with Tex-Isle Supply, Inc. on information required for CBP activation approval of their site which was approved for FTZ designation.

## OVATIONS

September was a good month coming in right at budget for top line sales for the month.

This month we were pleased once again to welcome the Ronald McDonald House Charities Casa de Amore event with guest speaker Tony Parker and a change of pace from the everyday sit down dinner. This year's event featured several gourmet slider stations with truffle fries, a carving station and more. The "Heroes Then and Now" tribute luncheon; a 9-11 Remembrance and Police Appreciation event sponsored by Christian Business Association featuring guest speaker Troy Riggs, former CCPD Chief of Police joined us again this year. We also welcomed back the Hispanic Women's Network of S. TX for their annual Las Estrellas Gala.

The Ready or Not Foundation once again hosted their annual Best Dressed Luncheon and Fashion Show with us. We were extremely excited to partner on this year's most unique event with an outside the box menu featuring a family style upscale picnic theme complete with chilled buttermilk fried chicken, fresh watermelon, feta and mint salad and tortellini caprese salad. The event included a picnic basket centerpiece with a custom engraved cutting board with select cheeses, a fresh baked baguette, succulent grapes and fresh flowers. Each guest was also served a house made blueberry cobbler and fresh lemonade in milk bottles. This was truly a picture perfect event and a first of its kind for Corpus Christi.

We also welcomed the first United Chamber of Corpus Christi event to the Ortiz Center. The 16 de Septiembre Festival was free to the public and featured a variety of cultural entertainment, food trucks and vendors inside with a stage on the James Storm Pavilion featuring bands from Hacienda Records.

As part of our continued commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided almost \$17,000 in discounts and sponsorships to various non-profit and Community Based Organizations this month alone. The support given by the Ortiz Center assists these wonderful groups in their ability to generate the resources needed to provide services throughout the Coastal Bend region.

Below are 2015 totals and numbers to-date for 2016 activity.

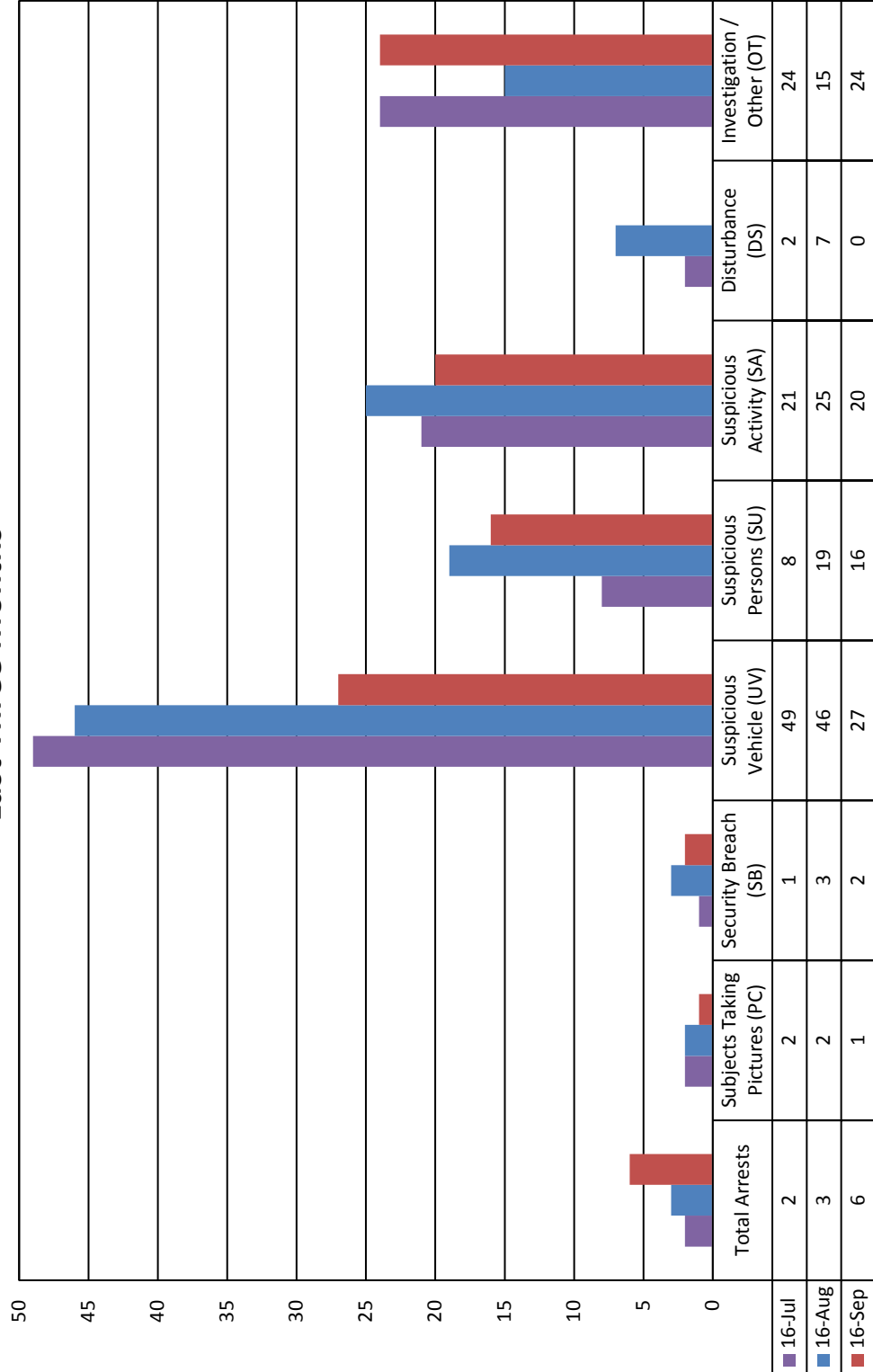
| <b>2015</b>        | <b>Guest Attendance</b> | <b>Number of Events</b> | <b>Revenue</b>     |
|--------------------|-------------------------|-------------------------|--------------------|
| January            | 5,113                   | 42                      | \$216,694          |
| February           | 2,639                   | 27                      | \$75,227           |
| March              | 5,397                   | 40                      | \$197,604          |
| <b>1st Quarter</b> | <b>13,149</b>           | <b>109</b>              | <b>\$489,525</b>   |
| April              | 5,046                   | 53                      | \$187,262          |
| May                | 5,727                   | 42                      | \$187,077          |
| June               | 4,152                   | 47                      | \$204,576          |
| <b>2nd Quarter</b> | <b>14,925</b>           | <b>142</b>              | <b>\$578,915</b>   |
| July               | 3,511                   | 52                      | \$165,634          |
| August             | 2,521                   | 31                      | \$92,649           |
| September          | 3,418                   | 30                      | \$157,647          |
| <b>3rd Quarter</b> | <b>9,450</b>            | <b>113</b>              | <b>\$415,930</b>   |
| October            | 4,572                   | 52                      | \$214,263          |
| November           | 6,907                   | 56                      | \$257,904          |
| December           | 5,468                   | 50                      | \$385,933          |
| <b>4th Quarter</b> | <b>16,947</b>           | <b>158</b>              | <b>\$858,100</b>   |
| <b>EOY Total</b>   | <b>54,471</b>           | <b>522</b>              | <b>\$2,342,470</b> |

| <b>2016</b>        | <b>Guest Attendance</b> | <b>Number of Events</b> | <b>Revenue</b>     |
|--------------------|-------------------------|-------------------------|--------------------|
| January            | 4,621                   | 41                      | \$149,911          |
| February           | 4,366                   | 39                      | \$204,819          |
| March              | 4,553                   | 59                      | \$199,597          |
| <b>1st Quarter</b> | <b>13,540</b>           | <b>139</b>              | <b>\$554,327</b>   |
| April              | 5,033                   | 47                      | \$207,522          |
| May                | 5,980                   | 47                      | \$190,851          |
| June               | 4,342                   | 44                      | \$213,748          |
| <b>2nd Quarter</b> | <b>15,355</b>           | <b>138</b>              | <b>\$612,121</b>   |
| July               | 2,634                   | 33                      | \$113,642          |
| August             | 5,045                   | 53                      | \$183,800          |
| September          | 4,490                   | 39                      | \$180,273          |
| <b>3rd Quarter</b> | <b>12,169</b>           | <b>125</b>              | <b>\$477,715</b>   |
| October            |                         |                         |                    |
| November           |                         |                         |                    |
| December           |                         |                         |                    |
| <b>4th Quarter</b> |                         |                         |                    |
| <b>YTD Total</b>   | <b>41,064</b>           | <b>402</b>              | <b>\$1,644,163</b> |

# SECURITY

## 2016 Port Police Calls - PICC Last Three Months



## OPERATIONS

### HARBORMASTER

| Ship Arrivals  | Tankers     | Freighters     | YTD Ships  |
|----------------|-------------|----------------|------------|
| September 2016 | 104         | 39             | 1240       |
| September 2015 | 113         | 36             | 1328       |
|                |             |                |            |
|                |             |                |            |
| Barge Arrivals | Tank Barges | Freight Barges | YTD Barges |
| September 2016 | 390         | 3              | 3432       |
| September 2015 | 376         | 14             | 4473       |
|                |             |                |            |

| Shifting       | Tankers | Freighters | Tank Barges | Freight Barges |
|----------------|---------|------------|-------------|----------------|
| September 2016 | 16      | 8          | 730         | 5              |
| September 2015 | 18      | 3          | 714         | 1              |

|      | Average Daily Ship Arrivals | Average Daily Barge Arrivals |
|------|-----------------------------|------------------------------|
| 2016 | 4.77                        | 13.10                        |
| 2015 | 4.97                        | 14.90                        |

### Channel Disruptions

| Channel Disruptions | Total Hours | Light | Chokepoint between ADM & Citgo | Wind | Rig   |
|---------------------|-------------|-------|--------------------------------|------|-------|
| September 2016      | 72.5        | --    | 72.5                           | --   | --    |
| September 2015      | 18.75       | --    | --                             | --   | 18.75 |

| Delays         | Inbound Delays | Outbound Delays |
|----------------|----------------|-----------------|
| September 2016 | 2              | 1.1             |
| September 2015 | 6              | 5               |

### BULK TERMINAL

#### Current Projects

- Replacing three-quarter belt covers with full belt covers 90% complete. Remaining covers will be installed when remaining conveyor idlers replaced.
- Dust control for all pads and roads
- Preparing for pad resurfacing
- Storm Water MGMT-Working with engineers to develop run-off strategy
- Replacing idlers on conveyors 75% complete



- Received remaining idlers as part of 2016 Capital Budget item
- Preparing for paving projects by shiploader and CB2
- Preparing for Bulk Terminal Fencing
- Bulk Terminal Market Study RFP
- Proposal for Bulk Terminal Master Plan RFP

**Activity (short tons)*****Railcars***

- Load rail cars: 0 railcars loaded Metcoke
- Unload rail cars: 0 railcars unloaded for a total of 0 Pet coke

***Bulk Dock #1***

- 38,581.91 Metcoke

***Bulk Dock #2***

- 107,590.89 Pet coke

***Pads***

- 139,585.19 Pet coke

**YARDS & RAIL**

- Rail traffic steady with ADM doing 476 railcars milo
- AHMSA/UPRR trial Met Coke and Iron Ore ships to rail and pad to rail at BMD ongoing cargo on pads, trains cycling to AHMSA and Port – 477 railcars loaded outbound
- 1993 total revenue rail cars in September 2016 compared to 1115 revenue cars in September 2015
- Working on Agreement (CCPN 1997 Operating) with Welder, Strawbridge and Stroot.
- North Bank storage yard wind components departing by truck and rail, no issues,
- North Storage yard project cargo and wind cargo departing by trucks, FTZ areas set up for M&G cargo
- Warehouses 26/27, Acreage by ADM, CD 14 warehouse, BMD and Rincon have cargo for M&G
- South side yard – wind towers in Al Speight yard, towers, nacelles and hubs in yard by CD 8 – space fluctuates with equipment arriving/departing no issues

**CARGO DOCKS**

- CD 10 warehouse foundation being used for lay down by stevedores
- CD 8 – 08 vessels arrived September
- CD 9 – 10 vessels arrived September

**MAINTENANCE****Ortiz Center**

- Met with fire system inspectors and Eileen Mink to attain plans and permits for Fire panel replacement
- wired in vibration switches on cooling towers
- commence repairs to the drainage ditch timber covers at parking lot
- replaced emergency lights and fixtures in the garage area

**Commissioners Court**

- Set up and tear down stage

**Guard houses**

- Re-installed hand sanitizer at Avery
- replaced electrical box cover outside Stroman
- cleared toilet and removed paper towels from lift station pump impeller at Stroman
- Repaired a/c unit at BMD

**Administration building**

- Assisted procurement dept. with disposal and shredding of documents
- replaced a/c return grills on spot coolers in 2<sup>nd</sup> floor IT computer room
- moved furniture-patched and painted walls in Nelda's office
- assisted outside plumber test and inspected the integrity of the sewer drain piping
- installed and secured safe for Risk Management, checked tightness of all breakers on electrical panels
- continued installing windows on stairwell doors
- repaired chiller water piping flange on 2<sup>nd</sup> floor.

**Annex building**

- Repaired drain on ice machine at HMO
- purchased and installed desk glass for Russell's office at HMO
- assisted engineering with boat ride to BMD 1 (twice)
- continued and completed repairs to rock screen sorters as per Danielle Caro
- replaced flush valve and diaphragm in 1<sup>st</sup> floor handicap restroom
- repaired 2<sup>nd</sup> floor water fountain flow valve
- Assist Safety Dept. with Lifting equipment for contractors on life line
- checked tightness of all breakers on electrical panels

**Port Security/PD**

- Repaired door lock in Captain's office
- Office Addition
  - built and installed countertop and cabinets and installed flooring
  - cleared kitchen drain of partial clog
  - replaced toilet seat in ladies restroom
  - repaired a/c unit in computer room

**BMD**

- Assisted with technical support and gathering information for back flow installation
- replaced door locks and provided keys per Rodney
- replaced wharf log at BMD 1
- installed dead bolt lock in tool room

**Cargo Docks**

- Replaced potable ship supply outlet 1.5" nipple at CD 9
- identified and marked roof leaks at CD 14 and 15 and scheduled repairs
- repaired A/C unit in clerk office at CD 9
- weather proofed exterior outlets and removed wires and breakers from battery chargers at CD 9
- repaired fire system water gong alarm
- replaced flush valve on commode at CD 14

**Oil Docks**

- Repaired potable supply valve at OD 4, repaired restroom door latch at OD 11
- repaired faulty dock light breaker at OD 4
- removed debris from #1 check valve back flow prevention device at OD 15
- repaired wharf log and re anchor new studs at OD 11
- repaired fire pump flange in pump house at Avery
- replaced fire monitor flange and gasket at OD 6
- repaired damaged handrails on East structure at OD 11

**Fire Boat**

- Performed weekly checks
- exercised forward and aft thrusters
- exercised and tuned up rescue boat outboard

**Gates, Fences and Roads**

- Purchased and installed "Oyster shell" sign at shell yard
- extended hurricane fence around electric meter west of Ortiz center
- applied RAP to potholes at KBH road at La Quinta
- installed "no road access" signs at BMD entrance per Captain G
- filled in potholes in parking lot under Harbor Bridge
- repaired fencing at Avery Point Bridge

**Maintenance shops**

- Changed oil on CNG pumps
- repaired overhead door at shop 1 by tool room
- sealed roof leaks on South East corner of shop 1
- attend Manager training retreat
- changed pump oil on CNG fueling station
- continued with modifications to material elevator in shop 1

**Property Other**

- Assisted with Baton Rouge carwash
- replaced parking stone at Stroman (ILA) parking lot
- retrieved floating pylon at OD 8 area
- picked up debris from JFITC bridge west of Vulcan
- replaced A/C unit at Harbor Island radar tower shed
- installed temporary barricades and installed “keep out” signs at bike trail
- located and purchased drain inlet grating for South Side Laydown Yard
- applied herbicide on North laydown yard area and outside CD 9

**Maintenance Routine**

- Janitorial services port-wide
- maintenance and repairs of vehicles and equipment
- lighting pm throughout Port facilities
- mowing maintenance Port wide, Monthly fire alarm and sprinkler test on all warehouses
- monthly flush and test of all potable ship outlets at Cargo and Oil Docks
- monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz
- conduct weekly departmental Safety Meetings
- conduct Monthly EMS meetings
- monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island

**Personnel Status**

- One maintenance employee ended their employment with PCCA as of 9/9/16
- Another maintenance employee is on sick leave as of 8/10/16 for an undetermined amount of time due to illness.
- Another maintenance employee retired on 9/15/16.

## Environmental Planning and Compliance Monthly Report

### Environmental Stewardship Measurements

| Program Area            | Measured Environmental Improvements – Sept '16 |
|-------------------------|--|
| Electrical Consumption* | 10% Green Energy –569,000 KWHs (Thru Aug 2016) |
| Spent Liquids Recycled  | 890 gallons                                    |
| Materials Recycled      | 63,296 lbs                                     |
| Components Recycled     | 652  |
| Regional Air Quality    | ~64 ppb (EPA standard of 70ppb)                |
| Community Complaints    | 2  |
| Notice of Violations    | 0  |
| Tenant Audits Completed | 8  |

### Important Announcements

On September 21, 2016, the Port joined Green Marine. This is an environmental certification program for ship owners, ports, Seaway corporations, terminals and shipyards. Membership with Green Marine indicates participant's commitment to continuously reduce our environmental footprint and benchmark environmental performance among other members.

The third EMS Workshop for the stevedores is scheduled on October 12, 2016. There continues to be good participation by Stevedores on the bi-weekly calls.

The internal audit of implemented corrective actions under the EMS program occurred on October 4, 2016 and all items were found to be fully implemented with the exception of one item that is pending further investigation.

On September 27, 2016, the Regional Health Awareness Board presented the Port an award for the air monitoring program that has been implemented at the Bulk Terminal by the Port and our tenants.

### Environmental Initiatives Dashboard

Listed below are the environmental initiatives planned or underway and the status of each:

| Program  | Description of Activities  | Target Completion Date | % Complete | Status   |
|--|--|------------------------|------------|----------|
| Bulk Terminal Air Monitoring Network – Pilot Program | Installation of six air monitors at the Bulk Terminal and one in Dona Park neighborhood.       | 4/31/2015              | 100%       | Complete |
|  | Completion of a pilot program.   | 1/31/2016              | 100%       | Complete |
|  | Evaluation of data and final report with recommendations on changes to the monitoring program. | 3/31/2016              | 100%       | Complete |



| <b>Program</b>                  | <b>Description of Activities</b>  | <b>Target Completion Date</b> | <b>% Complete</b> | <b>Status</b> |
|---------------------------------|---|-------------------------------|-------------------|---------------|
| Environmental Management System | Presentation to community at Long Term Health Group / Dona Park residents.  | 4/13/2016                     | 100%              | Complete      |
|                                 | Routine operation of the monitoring network.  | Ongoing                       | Ongoing           | Ongoing       |
|                                 | Development of revised Environmental Policy.  | 2/16/2016                     | 100%              | Complete      |
|                                 | Baseline, evaluate and expand EMS with new environmental leadership objectives and targets port wide and develop an environmental standards document. <Same as Strategic Plan Action Plan #5> | 2/28/2018                     | 25%               | Ongoing       |
|                                 | Develop environmental design criteria for incorporation in planning of new development in accordance with Environmental Policy.   | 12/31/2016                    | 15%               | Started       |
|                                 | Certification to ISO 14001:2015.  | 7/5/2016                      | 100%              | Completed     |
|                                 | Development of updated EMS video.   | 8/31/2016                     | 20%               | Ongoing       |
|                                 | Complete annual compliance evaluation.  | 5/31/2016                     | 50%               | Completed     |
|                                 | Completion of system wide Internal Audit.   | 6/15/2016                     | 100%              | Completed     |
|                                 | Complete Management Review.   | 5/31/2016                     | 100%              | Completed     |
|                                 | Conduct quarterly EMS workshops for Stevedores.   | 11/30/2016                    | 50%               | Ongoing       |
|                                 | Conduct routine annual audits of all leases on PCCA facilities.   | Ongoing                       | 6%                | Ongoing       |
| Tenant Audit Program            | Conduct routine lease-ending audits of terminated or completed lease agreements.  | Ongoing                       | 95%               | Ongoing       |
|                                 | Conduct baseline assessments of properties as applicable for new lease agreements.  | Ongoing                       | 20%               | Ongoing       |
|                                 | Participation in Air Quality Committee and Ozone Advance Working Groups.  | Ongoing                       | Ongoing           | Ongoing       |
| Ozone Advance                   | Provide input to Annual Ozone Advance Report.   | 4/30/2016                     | 100%              | Completed     |
| Storm Water                     | Conduct routine inspections and monitoring and sampling in accordance with applicable permits.  | Ongoing                       | 75%               | Ongoing       |
|                                 | Complete annual reports for previous year in accordance with applicable permits.  | 1/30/2016                     | 100%              | Completed     |

### **Environmental Projects Dashboard**

Listed below are the budgeted capital, maintenance and professional services projects and the status of each:

| <b><u>Project Description (Proj. #)</u></b>                 | <b><u>Consultant Agreement Type</u></b> | <b><u>Description of Activities</u></b>  | <b><u>Target Completion Date</u></b> | <b><u>% Complete</u></b> | <b><u>Status</u></b> |
|---|---|--|--------------------------------------|--------------------------|----------------------|
| Purchase of Software for EMS Recordkeeping (15-057A)        | MA 05-14 E2 ManageTech, SO#4,5,6        | RFP for software vendors.  | 1/29/2016                            | 100%                     | Completed            |
|   |   | Vendor demonstrations.   | 3/11/2017                            | 100%                     | Ongoing              |
|   |   | Negotiations with Successful Vendor.   | 4/15/2016                            | 100%                     | Completed            |
|   |   | Commission approval of software purchase and implementation contract with successful vendor. | 6/21/2016                            | 100%                     | Completed            |
|   |   | Purchase/implementation of EMIS software.  | 12/31/2016                           | 15%                      | Ongoing              |
| General Electrical Consumption Reduction Projects (13-013A) | Pending                                 | Negotiating project scope with electrical engineering firm.                                  | 03/31/2016                           | 25%                      | Ongoing              |
|   |   | Design electrical consumption reduction improvements.  | 06/30/2016                           | 10%                      | Started              |
|   |   | Advertise RFQ for design-build.  | 11/5/2016                            | 0%                       | Not Started          |
|   |   | Award contract.  | 12/20/2016                           | 0%                       | Not Started          |
|   |   | Construction of project.   | 2/28/2017                            | 0%                       | Not Started          |
|   |   | Data migration.  | 1/15/2016                            | 100%                     | Completed            |

| <b><u>Project Description (Proj. #)</u></b>   | <b><u>Consultant Agreement Type</u></b>                                   | <b><u>Description of Activities</u></b>  | <b><u>Target Completion Date</u></b> | <b><u>% Complete</u></b> | <b><u>Status</u></b> |
|---|---|--|--------------------------------------|--------------------------|----------------------|
| Geographic Information System Maintenance and Upgrade (15-017B)                                     | Professional Services Agreement – Brown & Caldwell                        | Conversion – application setup, testing, reporting setup.  | 5/31/2016                            | 100%                     | Completed            |
|   |   | Deployment   | 6/30/2016                            | 100%                     | Completed            |
| Investigation and Remediation of Contamination from La Quinta Pipeline Removal/Relocation (14-002B) | MA –Platinum Environmental Solutions, LLC, SO# 1                          | Prepare and submit Groundwater Classification and Drinking Water Survey Reports to TCEQ.                   | 3/7/2016                             | 100%                     | Completed            |
|   |   | Prepare and submit APAR to TCEQ.   | 9/30/2016                            | 75%                      | Ongoing              |
|   |   | Receive and respond to TCEQ comments.  | 11/30/2016                           | 0%                       | Not Started          |
|   |   | Case closure with TCEQ.  | 11/30/2016                           | 0%                       | Not Started          |
| Investigation of Former J.I. Hailey Property (11-002B)  | PO – Arcadis  | Fieldwork for additional groundwater sample collection.  | 1/5/2016                             | 100%                     | Completed            |
|   |   | Prepare and submit APAR Addendum to TCEQ.  | 2/28/2016                            | 100%                     | Completed            |
|   |   | Receive and respond to TCEQ comments.  | 04/30/2016                           | 100%                     | Completed            |
|   |   | Case closure with TCEQ.  | 05/31/2016                           | 100%                     | Completed            |
| Investigation of Property Near Lift Bridge (14-002C)  | MA – 06-14 Apex TITAN, SO# 1,2,3  | Additional fieldwork to collect groundwater samples and verification soil samples.                         | 3/28/2016                            | 100%                     | Ongoing              |
|   |   | Prepare and submit APAR to TCEQ.   | 5/31/2016                            | 100%                     | Completed            |
|   |   | Respond to TCEQ comments.  | 11/30/2016                           | 10%                      | Started              |
|   |   | Case closure with TCEQ.  | 3/31/2017                            | 0%                       | Not Started          |
| Storm Water Drainage Study (15-013A)  | Pending   | Negotiate scope of work and fees.  | Pending                              | 50%                      | Ongoing              |
|   |   | Complete field surveys.  | Pending                              | 0%                       | Not Started          |
|   |   | Receive final report.  | Pending                              | 0%                       | Not Started          |
| Bulk Terminal Master Plan (16-009A)   | Pending – Project is now being led by Commercial and Business Development | Commission Approval for RFP for Market Study.  | 4/19/2016                            | 100%                     | Completed            |
|   |   | Advertise RFP for Market Study   | 4/30/2016                            | 100%                     | Completed            |
|   |   | Shortlist firms and negotiate scope of work and fees.  | 5/25/2016                            | 100%                     | Completed            |
|   |   | Commission approval of agreement   | 6/17/2016                            | 100%                     | Completed            |
|   |   | Market Study Final Report  | 8/31/2016                            | 10%                      | Not Started          |
|   |   | Advertise RFQ for Master Plan  | 9/30/2016                            | 100%                     | Completed            |
|   |   | Shortlist firms and negotiate scope of work and fees.  | 10/6/2016                            | 100%                     | Completed            |
|   |   | Commission approval of agreement   | 10/18/2016                           | 0%                       | Started              |
|   |   | Master Plan – Final Draft  | 4/30/2017                            | 0%                       | Not Started          |
| Sampling to Support OD-3 Expansion Plans (14-058A)  | MA 04-14 RSA, SO# 8   | Fieldwork to conduct upland sampling per sampling plan.  | 10/1/2016                            | 100%                     | Completed.           |
|   |   | Prepare final report including recommendations for management of upland soils during construction project. | 12/31/2016                           | 100%                     | Ongoing              |
|   |   | Conduct source investigation/delineation of hot spots.   | 6/30/2016                            | 5%                       | Not Started          |
|   |   | Develop final report summarizing source investigation and delineation of hot spots.                        | 7/31/2016                            | 0%                       | Not Started          |
| Bulk Terminal Storm Water Quality Improvements (15-046A)  | MA 14-01 LAN, SO# 3,7   | 95% Design submittal for Task 1a and Task 2  | 02/26/2016                           | 100%                     | Completed            |
|   |   | 100% design submittal and contract documents for advertisement for Task 1a and Task 2.                     | 7/1/2016                             | 10%                      | Ongoing              |
|   |   | Advertise for bid.   | 8/1/2016                             | 0%                       | Not Started          |
|   |   | Commission approval for construction.  | 8/16/2016                            | 0%                       | Not Started          |
|   |   | Construction completed.  | 3/31/2017                            | 0%                       | Not Started          |
|   | MA 13-07 LNV, SO#5  | Phase I 60% design.  | 3/31/2016                            | 100%                     | Completed            |
|   |   | Phase I 95% design submittal.  | 5/1/2016                             | 100%                     | Completed            |

| <b><u>Project Description (Proj. #)</u></b>                        | <b><u>Consultant Agreement Type</u></b>                        | <b><u>Description of Activities</u></b>  | <b><u>Target Completion Date</u></b> | <b><u>% Complete</u></b> | <b><u>Status</u></b> |
|--|--|--|--------------------------------------|--------------------------|----------------------|
| Landscape Enhancements (15-057A)                                   |  | Phase I 100% design submittal and contract documents for advertisement.                      | 6/1/2016                             | 0%                       | Not Started          |
|  |  | Commission approval for construction.  | 8/16/2016                            | 0%                       | Not Started          |
|  |  | Construction completed.  | 12/31/2016                           | 0%                       | Not Started          |
| Storm Water Quality Improvements at Maintenance Facility (15-059A) | Professional Services Agreement with Alan Plummer & Associates | 95% Design submittal.  | 2/10/2016                            | 100%                     | Completed            |
|  |  | 100% Design submittal and contract documents for advertisement.                              | 3/31/2016                            | 100%                     | Completed            |
|  |  | Commission approval for construction.  | 6/21/2016                            | 0%                       | Tabled               |
|  |  | Construction completed.  | 11/30/2016                           | 0%                       | Not Started          |
| Bulk Dock 2 Air Permit (16-030A)                                   | Pending Commission Approval                                    | Negotiate Master Agreement and Service Order.  | 3/15/2016                            | 100%                     | Completed            |
|  |  | Prepare and submit air permit authorization for salt at Bulk Dock 1.                         | 5/31/2016                            | 95%                      | Ongoing              |
|  |  | Prepare technical memo regarding removal/lowering of moisture content from existing permits. | 5/31/2016                            | 10%                      | Not Started          |
|  |  | Support Master Planning activities at the Bulk Terminal.                                     | 6/30/2017                            | 15%                      | Not Started          |

### **Environmental Consultant Master Agreements and Service Orders**

Listed below are the Environmental Consultant Master Agreements and associated Service Order values:

| <b><i>Consultant (MA#)</i></b>                 | <b><i>2015 Service Order Amounts</i></b> | <b><i>2016 Service Order Amounts</i></b> |
|--|--|--|
| Golder & Associates (01-14)                    | \$79,949                                 | \$0                                      |
| RPS, Inc. (02-14)                              | \$59,083                                 | \$44,343                                 |
| Trinity Consultants (03-14)                    | \$54,600                                 | \$48,000                                 |
| Rosengarten Smith and Associates, Inc. (04-14) | \$306,414                                | \$0                                      |
| E2 ManageTech Inc. (05-14)                     | \$38,530                                 | \$86,507                                 |
| Apex TITAN, Inc. (06-14)                       | \$28,140                                 | \$119,844                                |
| TRICORD Consulting, LLC (07-16)                | NA                                       | \$76,069                                 |
| Alan Plummer Associates, Inc. (08-16)          | NA                                       | \$19,304                                 |
| Cardno (09-16)                                 | NA                                       | \$49,343                                 |
| Platinum Environmental Solutions, LLC (10-16)  | NA                                       | \$78,067                                 |
| <b>Total MA's</b>                              | <b>\$566,716</b>                         | <b>\$521,476</b>                         |

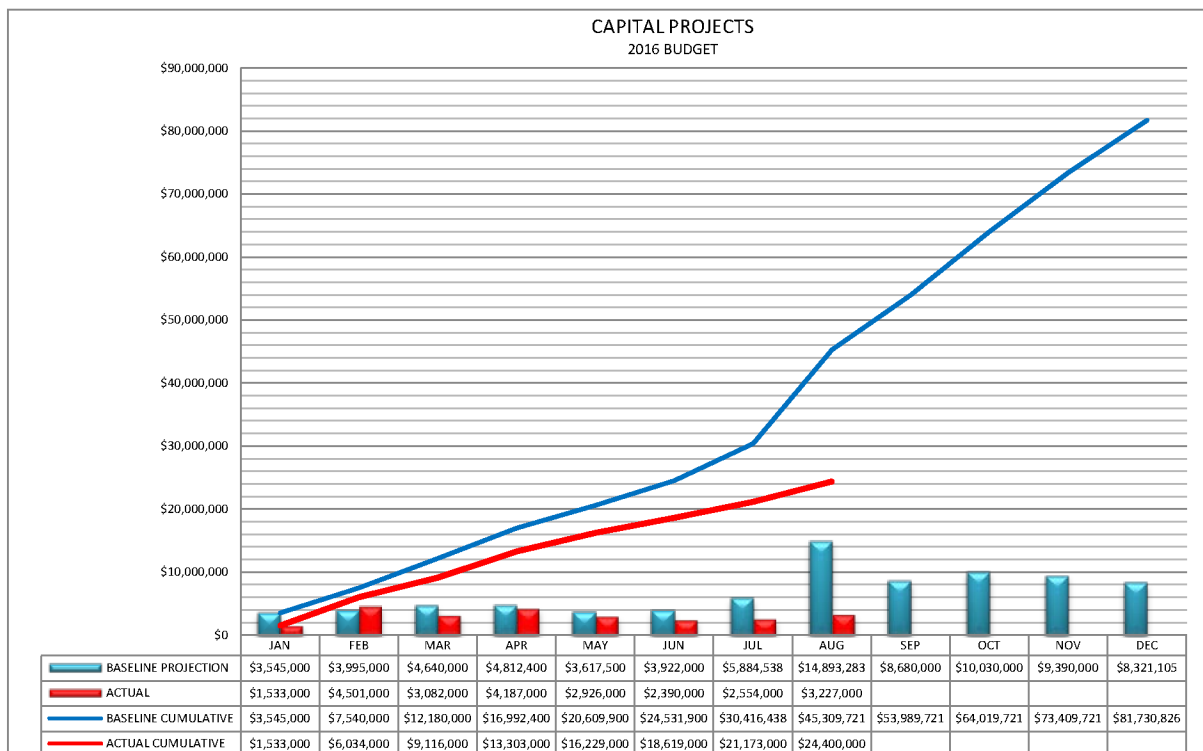
## ENGINEERING SERVICES

As of September 30, 2016 (billing through August 31, 2016), the Port of Corpus Christi Authority Department of Engineering Services had completed 12 projects and has 94 projects in progress. These projects consist of 49 Capital, 30 Maintenance, and 15 Professional Service projects. During August, \$3,727,087 was invoiced for ongoing work. To date this year, approximately \$27,845,000 has been invoiced for work performed. Below is a table detailing the 2016 budget amount, the "to date" cost, and the year-end forecast for capital, maintenance, and professional services projects.

| Engineering Services September 2016 Report |                 |                      |                     |                        |
|--|-----------------|----------------------|---------------------|------------------------|
| Project Type                               | No. of Projects | 2016 Budget Amount   | Expended to Date    | 2016 Year-End Forecast |
| Capital                                    | 49              | \$81,730,826         | \$24,400,000        | \$40,860,000           |
| Maintenance                                | 30              | \$4,005,000          | \$3,000,000         | \$3,800,000            |
| Professional Services                      | 15              | \$2,425,000          | \$445,000           | \$390,000              |
| <b>Total</b>                               | <b>94</b>       | <b>\$88,160,826*</b> | <b>\$27,845,000</b> | <b>\$45,050,000</b>    |

\*Includes federal, state & other grants/funds by others – No land or software.

Below is a graphic representation of the 2016 Capital Project Budget and the originally projected forecast of monthly expenditure of the capital projects throughout the year. An actual monthly capital project expenditure tracking line is included to follow the progress as the year develops.



**CORPUS CHRISTI SHIP CHANNEL PLANNING, DEVELOPMENT,  
MAINTENANCE, AND DESIGN**

**Corpus Christi Ship Channel - Channel Improvement Project (CCSC-CIP)**

- Authorized: WRDA 2007 and WRRDA 2014
- Project Elements:
  - Widening and Deepening the CCSC to -52 feet MLT
  - Adding barge shelves on both sides of the ship channel across Corpus Christi Bay.
  - Extending the La Quinta Channel 1.4 miles at -39 feet MLT
  - Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay
- CCSC-CIP Status
  - La Quinta Extension Complete (2013)
  - Construction of Ecosystem Restoration Complete (2012)
  - Limited Reevaluation Report for Widening and Deepening Completed (December 2015)
  - Pending Federal Funding. PCCA staff evaluating channel improvement implementation strategies.
  - Memorandum of Understanding for work performed prior to execution of Project Partnership Agreement (September 2016)

**2016 Maintenance Dredging Schedule**

- Corpus Christi Ship Channel Entrance Channel
  - Includes Entrance Channel, Jetty Channel, and Inner Basin
  - Current Schedule:
    - Start Date: August 4, 2016
    - Completion Date: September 4, 2016
- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
  - Includes Upper Bay, Portions of Inner Harbor, Portions of La Quinta and Options for PCCA Oil Docks 1, 2, 4, 7, 8, & 11; PCCA Cargo Docks 8 & 9; Bulk Terminal Dock 2
  - Current Schedule:
    - Start Date: October 2016
    - Estimated Completion Date: September 2017



**ENGINEERING**  
**MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

|  | <b><u>2015</u></b> | <b><u>2016</u></b> |
|--|--------------------|--------------------|
| HDR, Inc. (13-01)                          | \$401,150          | \$49,900           |
| Freese and Nichols, Inc. (13-02)           | \$278,077          | \$399,041          |
| Govind Development, LLC (13-03)            | \$176,500          |                    |
| Naismith Engineering, Inc. (13-04)         | \$176,780          |                    |
| CH2M Hill (13-05)                          | \$279,380          | \$1,077,385        |
| RVE, Inc. (13-06)                          | \$225,665          | \$48,900           |
| LVN, Inc. (13-07)                          | \$468,517          | \$68,845           |
| Lockwood, Andrews and Newnam, Inc. (14-01) | \$643,044          |                    |
| Maverick Engineering (14-02)               | \$8,000            |                    |
| Coast & Harbor Engineering (14-03)         | \$449,331          | \$20,717           |
| WKMC Architects (14-04)                    | \$50,000           |                    |
| Worley Parsons (15-01)                     | \$48,079           |                    |
| LJA Engineering, Inc. (16-01)              |                    | \$198,724          |

**UPCOMING BIDS (PROJECTS > \$50,000) / REQUEST FOR PROPOSALS**

- Tule Lake Foundation Removal (07-046C)
- Site Preparation for La Quinta Gateway Terminal (16-040A)
- Upgrades and Repairs to Bulk Dock 2 Marine Structures (15-035A)
- Oil Dock 3 Breasting Structure Replacement (16-052A)

# Department of Engineering Services Project Design & Construction Status Report **DESIGN PROJECTS**

| Project No.        | Project Title   | Project Manager | % Completed |
|--------------------|---|-----------------|-------------|
| <b>Capital</b>     |   |                 |             |
| 14-036A            | New Port Office Facility (Preliminary Phase)                                    | BF              | 20          |
| 15-016A            | Tule Lake Rail Yard Upgrades and Modifications                                  | BF              | 10          |
| 14-023A            | Fire System Pressurization Upgrades at Oil Docks                                | BP              | 70          |
| 14-028B            | Equipment Storage Building  | BP              | 50          |
| 14-030A            | Public Storage Pads Upgrade   | BP              | 80          |
| 14-044A            | New Public Oil Dock 18  | BP              | 20          |
| 15-047A            | Chiller Replacement at Ortiz Center   | BP              |             |
| 15-053A            | Reconstruction of Sam Rankin Road (24/76)                                       | BP              | 100         |
| 15-059A            | Storm Water System Quality Improvements – Maintenance Facility                  | BP              | 100         |
| 16-032A            | General Improvements to Cargo Dock 9 Transfer Facility                          | BP              | 40          |
| 16-011A            | Shoreline Revetment West of Bulk Dock 2   | DC              | 90          |
| 16-042A            | Construction of Additional Lane & Security Gate at Avenue F Security Checkpoint | DC              | 50          |
| 09-019A            | New Access Road to Good Hope DMPA   | DJK             | 40          |
| 13-036A            | Relocation of Suntide DMPA Drainage to Viola Turning Basin                      | DJK             | 100         |
| 14-045B            | Construction of 8-inch Water Line at La Quinta Property                         | DJK             | 50          |
| 16-040A            | Site Preparation for La Quinta Gateway Terminal                                 | DJK             | 90          |
| 07-046C            | Tule Lake Foundation Removal  | DLM             | 100         |
| 15-043A            | New Operator's Cab for Gantry Crane   | DLM             | 80          |
| 15-050A            | Mike Carrell Road Construction  | DLM             | 90          |
| 15-030A            | General Improvements to Oil Dock 6  | JEM             | 90          |
| 15-042A            | Interim Dust suppression Equipment at the Bulk Terminal                         | JEM             | 30          |
| 16-034A            | Ventilation Improvements to Dock Houses at Various Public Oil Docks             | JEM             | 60          |
| 15-040A            | Concrete Paving Under Conveyor Belt 2   | LGD             | 40          |
| 16-039A            | Construction of Acceleration & Deceleration Lanes at La Quinta Terminal         | LGD             | 30          |
| 15-041A            | Improvements to Fire Protection Systems at Oil Docks 4, 7, 11                   | NEF             | 50          |
| 16-033A            | New Public Oil Dock 15  | NEF             | 70          |
| 16-016A            | Interim Improvements and Stabilization of Permain Yard                          | SA              | 50          |
| <b>Maintenance</b> |   |                 |             |
| 16-018A            | Roadway and Parking Lot (\$450,000) Repairs (2016)                              | BP              | 50          |
| 16-026A            | PCCA Slip and Canal Maintenance Dredging (2016)                                 | DJK             | 100         |
| 15-035A            | Upgrades and Repairs to Bulk Dock 2 Marine Structures                           | EM              | 100         |
| 15-037B            | Repair Bridge to Oil Dock 12 (\$150,000)  | EM              | 90          |
| 16-047A            | Resurfacing of North Side (\$50,000) Open Storage Area                          | EM              | 30          |

# Department of Engineering Services Project Design & Construction Status Report **CONSTRUCTION PROJECTS**

| Project No.               | Project Title   | Project Manager | % Completed |
|---------------------------|---|-----------------|-------------|
| <b><u>Capital</u></b>     |   |                 |             |
| 13-032A                   | Construction of Oil Dock 14   | BP              | 90          |
| 14-028A                   | Bulk Terminal Office Renovation   | BP              | 90          |
| 15-044A                   | Paving of Area Around CB-4 & CB-8   | BP              | 30          |
| 13-043A                   | Nueces River Rail Yard Phase - II   | DLM             | 60          |
| 13-054C                   | Security Grant 13 - La Quinta/GIWW Surveillance   | DLM             | 100         |
| 13-054D                   | Security Grant 13 - Emergency Power   | DLM             | 30          |
| 14-060C                   | Security Grant 14 - Oil Dock 14 Access Control  | DLM             | 100         |
| 13-033A                   | Full Covers Over All Conveyor Belts   | EM              | 100         |
| 15-055A                   | Purchase and Installation of Additional AEI Readers                                       | EM              | 80          |
| 14-016A                   | Inner Harbor Rail Upgrades and Improvements   | JEM             | 100         |
| 14-041A                   | Replace Dock House at Oil Dock 10   | JEM             | 100         |
| 15-065A                   | Joe Fulton Corridor Waterline Extension   | JEM             | 90          |
| 15-015K                   | Storm Water Drainage Improvements at Public Fishing Areas                                 | LGD             |             |
| 12-031A                   | La Quinta Terminal Mitigation - Aquatic Habitat - Phase I                                 | PDC             | 100         |
| 12-031B                   | La Quinta Terminal Mitigation - Aquatic Habitat - Phase II                                | PDC             |             |
| <b><u>Maintenance</u></b> |   |                 |             |
| 15-012A                   | Re-Roofing of the William D Dodge III Security Command Center and Annex Building Eyebrows | BP              | 100         |
| 15-018A                   | Roadway & Parking Lot Repairs (2015)  | BP              | 100         |
| 15-019A                   | Inner and Outer (\$250,000) Harbor Land Management (2015)                                 | BP              | 100         |
| 15-022A                   | Savage Lane Railroad Drainage   | BP              | 100         |
| 15-014A                   | Purchase of Dock Fenders and Panels   | EM              | 100         |
| 15-033A                   | Replace Conveyor Idlers   | EM              | 100         |
| 15-037A                   | Repair Bridge to Oil Dock 11 (\$150,000)  | EM              | 60          |
| 15-038A                   | Resurfacing of South Side (\$375,000) Open Storage Areas                                  | EM              | 100         |
| 16-050A                   | Replace Conveyor Idlers (\$200,000)   | EM              | 100         |
| 15-039A                   | Fire Line Improvements at Oil Dock 2  | JEM             | 100         |
| 15-039B                   | Marine Improvements at Oil Dock 2   | JEM             | 10          |
| 16-049A                   | Maintenance Painting at BT (\$150,000)  | JEM             | 30          |

# Port of Corpus Christi Authority

## MONTHLY FINANCIAL RESULTS

|  |    |
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August 2016





PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

| OPERATING REVENUES | OPERATING EXPENSES | NET INCOME(LOSS) | TONNAGE       | SHIPS AND BARGES | CAPITAL PROJECTS |
|--------------------|--------------------|------------------|---------------|------------------|------------------|
| \$ 57,119,391      | \$ 36,004,050      | \$ 15,822,472    | 61,762,039    | 4,147            | \$ 29,855,005    |
| ↑ 2% Actual        | ↑ 7% Actual        | ↑ 32% Actual     | ↓ -11% Actual | ↓ -20% Actual    |                  |
| ↓ -6% Budget       | ↓ -7% Budget       | ↓ -6% Budget     |               |                  | ↓ -58% Budget    |

ALL METRICS

| METRIC                           | YTD 2016 ACTUAL | YTD 2015 ACTUAL | % CHANGE | YTD 2016 BUDGET | % CHANGE |
|----------------------------------|-----------------|-----------------|----------|-----------------|----------|
| ASSETS                           | \$ 650,520,475  | \$ 612,876,401  | ↑ 6%     |                 |          |
| CASH & INVESTMENTS               | \$ 180,635,667  | \$ 169,548,539  | ↑ 7%     |                 |          |
| ACCOUNTS RECEIVABLE              | \$ 14,541,290   | \$ 8,198,522    | ↑ 77%    |                 |          |
| RESTRICTED ASSETS                | \$ 74,000,102   | \$ 80,559,154   | ↓ -8%    |                 |          |
| LIABILITIES                      | \$ 141,646,284  | \$ 144,124,495  | ↓ -2%    |                 |          |
| NET POSITION                     | \$ 510,833,080  | \$ 468,751,906  | ↑ 9%     |                 |          |
| OPERATING REVENUES               | \$ 57,119,391   | \$ 55,985,761   | ↑ 2%     | \$ 60,872,647   | ↓ -6%    |
| OPERATING EXPENSES               | \$ 36,004,050   | \$ 33,519,518   | ↑ 7%     | \$ 38,854,024   | ↓ -7%    |
| NET OPERATING INCOME (LOSS)      | \$ 21,115,341   | \$ 22,466,243   | ↓ -6%    | \$ 22,018,623   | ↓ -4%    |
| NON OPERATING REVENUE (EXPENSES) | \$ (5,292,869)  | \$ (10,518,673) | ↑ 50%    | \$ (5,117,075)  | ↑ 3%     |
| NET INCOME (LOSS)                | \$ 15,822,472   | \$ 11,947,570   | ↑ 32%    | \$ 16,901,548   | ↓ -6%    |
| TONNAGE                          | 61,762,039      | 69,189,278      | ↓ -11%   |                 |          |
| SHIPS                            | 1,094           | 1,184           | ↓ -8%    |                 |          |
| BARGES                           | 3,053           | 4,018           | ↓ -24%   |                 |          |
| SHIPS & BARGES                   | 4,147           | 5,202           | ↓ -20%   |                 |          |
| RAIL CARS                        | 11,320          | 10,450          | ↑ 8%     |                 |          |
| CAPITAL PROJECTS                 | \$ 29,855,005   |                 |          | \$ 71,925,787   | ↓ -58%   |



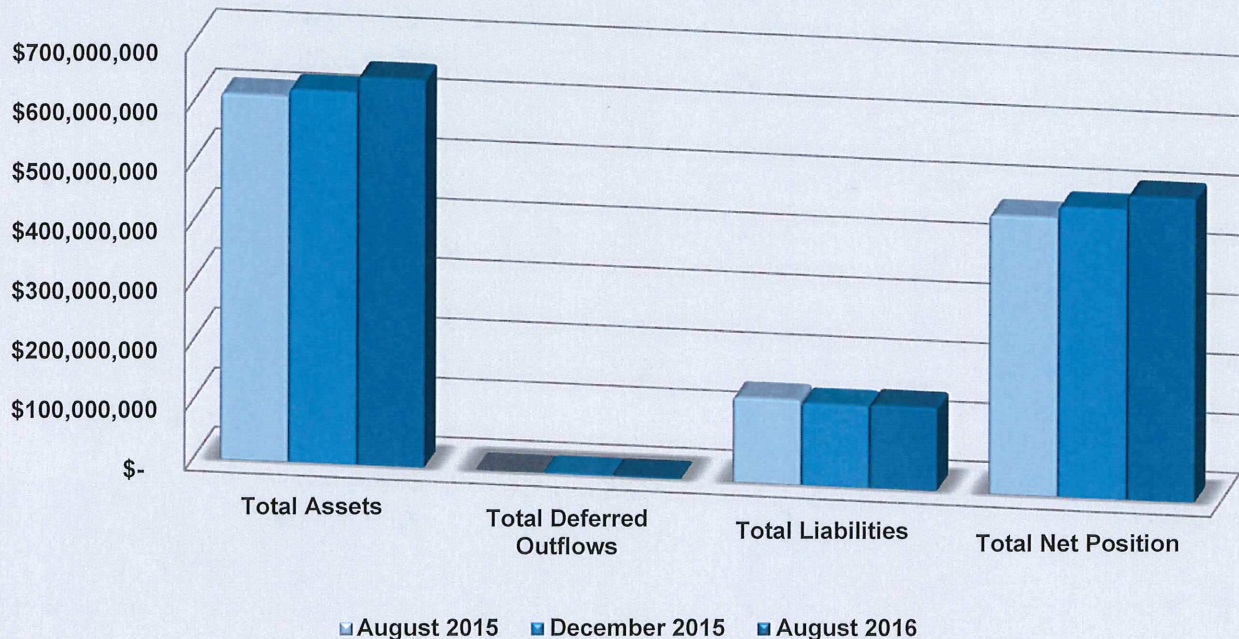
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### STATEMENT OF NET POSITION

|                                | August                | December              | Annual Change        | %         | August                | Year-Over-Year Change | %           |
|--------------------------------|-----------------------|-----------------------|----------------------|-----------|-----------------------|-----------------------|-------------|
|                                | 2016                  | 2015                  |                      |           | 2015                  |                       |             |
| Cash/ Investments              | \$ 180,635,667        | \$ 155,618,723        | \$ 25,016,944        | 16%       | \$ 169,548,539        | \$ 11,087,128         | 7%          |
| A/R                            | \$ 14,541,290         | \$ 17,592,762         | \$ (3,051,472)       | -17%      | \$ 8,198,522          | \$ 6,342,768          | 77%         |
| Restricted Assets              | \$ 74,000,102         | \$ 90,967,295         | \$ (16,967,193)      | -19%      | \$ 80,559,154         | \$ (6,559,052)        | -8%         |
| P P & E, net                   | \$ 377,095,510        | \$ 355,995,268        | \$ 21,100,242        | 6%        | \$ 345,266,940        | \$ 31,828,570         | 9%          |
| Other                          | \$ 4,247,906          | \$ 3,967,987          | \$ 279,919           | 7%        | \$ 9,303,246          | \$ (5,055,340)        | -54%        |
| <b>Total Assets</b>            | <b>\$ 650,520,475</b> | <b>\$ 624,142,035</b> | <b>\$ 26,378,440</b> | <b>4%</b> | <b>\$ 612,876,401</b> | <b>\$ 37,644,074</b>  | <b>6%</b>   |
| Deferred Outflows-Pension      | \$ 1,958,889          | \$ 1,958,889          | \$ -                 | 0%        | \$ -                  | \$ 1,958,889          | 100%        |
| <b>Total Deferred Outflows</b> | <b>\$ 1,958,889</b>   | <b>\$ 1,958,889</b>   | <b>\$ -</b>          | <b>0%</b> | <b>\$ -</b>           | <b>\$ 1,958,889</b>   | <b>100%</b> |
| Current Liabilities            | \$ 7,882,430          | \$ 7,241,469          | \$ 640,961           | 9%        | \$ 7,776,399          | \$ 106,031            | 1%          |
| Unearned Income                | \$ 14,223,417         | \$ 12,401,441         | \$ 1,821,976         | 15%       | \$ 17,163,767         | \$ (2,940,350)        | -17%        |
| Long-term Debt                 | \$ 115,000,000        | \$ 115,000,000        | \$ -                 | 0%        | \$ 115,000,000        | \$ -                  | 100%        |
| Other                          | \$ 4,540,437          | \$ 4,347,870          | \$ 192,567           | 4%        | \$ 4,184,329          | \$ 356,108            | 9%          |
| <b>Total Liabilities</b>       | <b>\$ 141,646,284</b> | <b>\$ 138,990,780</b> | <b>\$ 2,655,504</b>  | <b>2%</b> | <b>\$ 144,124,495</b> | <b>\$ (2,478,211)</b> | <b>-2%</b>  |
| Investment in Net Assets       | \$ 291,705,025        | \$ 287,147,608        | \$ 4,557,417         | 2%        | \$ 285,860,124        | \$ 5,844,901          | 2%          |
| Restricted Net Position        | \$ 36,034,035         | \$ 36,153,709         | \$ (119,674)         | 0%        | \$ 16,152,378         | \$ 19,881,657         | 123%        |
| Unrestricted Net Position      | \$ 183,094,020        | \$ 163,808,827        | \$ 19,285,193        | 12%       | \$ 166,739,404        | \$ 16,354,616         | 10%         |
| <b>Total Net Position</b>      | <b>\$ 510,833,080</b> | <b>\$ 487,110,144</b> | <b>\$ 23,722,936</b> | <b>5%</b> | <b>\$ 468,751,906</b> | <b>\$ 42,081,174</b>  | <b>9%</b>   |

### Statement of Net Position





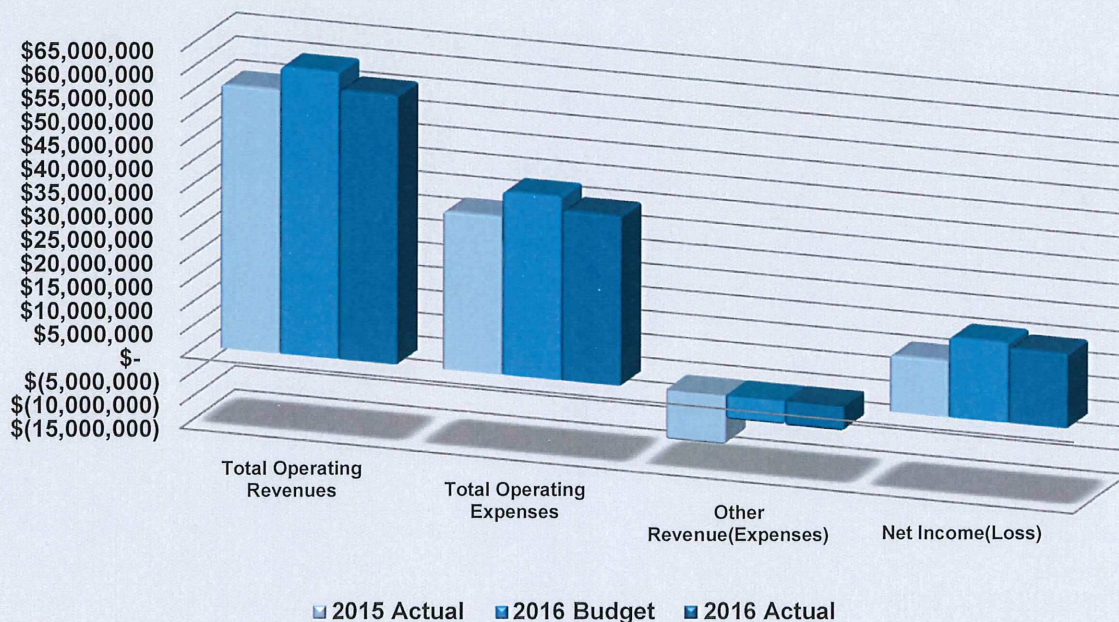
## PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

## STATEMENT OF REVENUES AND EXPENSES

|                                   | August YTD            |                       |                        | Change                |            |                       |            |
|-----------------------------------|-----------------------|-----------------------|------------------------|-----------------------|------------|-----------------------|------------|
|                                   | 2016                  |                       | 2015                   | Budget                | %          | Actual                | %          |
|                                   | Actual                | Budget                | Actual                 |                       |            |                       |            |
| Wharfage                          | \$ 27,214,830         | \$ 32,766,143         | \$ 30,699,911          | \$ (5,551,313)        | -17%       | \$ (3,485,081)        | -11%       |
| Dockage                           | \$ 7,971,076          | \$ 10,718,596         | \$ 9,814,545           | \$ (2,747,520)        | -26%       | \$ (1,843,469)        | -19%       |
| Security                          | \$ 3,943,948          | \$ 4,755,019          | \$ 4,518,710           | \$ (811,071)          | -17%       | \$ (574,762)          | -13%       |
| Other Shipping Services           | \$ 5,146,329          | \$ 6,319,141          | \$ 5,041,187           | \$ (1,172,812)        | -19%       | \$ 105,142            | 2%         |
| Building and Land Rental          | \$ 12,843,208         | \$ 6,313,748          | \$ 5,911,408           | \$ 6,529,460          | 103%       | \$ 6,931,800          | 117%       |
| <b>Total Operating Revenues</b>   | <b>\$ 57,119,391</b>  | <b>\$ 60,872,647</b>  | <b>\$ 55,985,761</b>   | <b>\$ (3,753,256)</b> | <b>-6%</b> | <b>\$ 1,133,630</b>   | <b>2%</b>  |
| Employee Services                 | \$ 12,972,218         | \$ 14,480,584         | \$ 11,992,405          | \$ (1,508,366)        | -10%       | \$ 979,813            | 8%         |
| Maintenance                       | \$ 4,553,684          | \$ 4,556,508          | \$ 2,852,569           | \$ (2,824)            | 0%         | \$ 1,701,115          | 60%        |
| Utilities/ Telephone              | \$ 883,225            | \$ 887,798            | \$ 954,487             | \$ (4,573)            | -1%        | \$ (71,262)           | -7%        |
| Insurance                         | \$ 1,110,472          | \$ 1,392,306          | \$ 1,266,234           | \$ (281,834)          | -20%       | \$ (155,762)          | -12%       |
| Prof/ Contracted Services         | \$ 4,136,546          | \$ 4,613,379          | \$ 3,957,940           | \$ (476,833)          | -10%       | \$ 178,606            | 5%         |
| Operator/ Event Expenses          | \$ 1,040,520          | \$ 897,455            | \$ 915,340             | \$ 143,065            | 16%        | \$ 125,180            | 14%        |
| Admin/Trade Dvlp/Other            | \$ 2,588,358          | \$ 2,771,441          | \$ 2,457,473           | \$ (183,083)          | -7%        | \$ 130,885            | 5%         |
| Depreciation                      | \$ 8,719,027          | \$ 9,254,553          | \$ 9,123,070           | \$ (535,526)          | -6%        | \$ (404,043)          | -4%        |
| <b>Total Operating Expenses</b>   | <b>\$ 36,004,050</b>  | <b>\$ 38,854,024</b>  | <b>\$ 33,519,518</b>   | <b>\$ (2,849,974)</b> | <b>-7%</b> | <b>\$ 2,484,532</b>   | <b>7%</b>  |
| <b>Net Operating Income(Loss)</b> | <b>\$ 21,115,341</b>  | <b>\$ 22,018,623</b>  | <b>\$ 22,466,243</b>   | <b>\$ (903,282)</b>   | <b>-4%</b> | <b>\$ (1,350,902)</b> | <b>-6%</b> |
| Interest Income                   | \$ 1,286,348          | \$ 475,949            | \$ 456,989             | \$ 810,399            | 170%       | \$ 829,359            | 181%       |
| Other Revenue                     | \$ 81,617             | \$ 166,942            | \$ 86,639              | \$ (85,325)           | -51%       | \$ (5,022)            | -6%        |
| Gain(Loss) Disposal of Assets     | \$ (38,805)           | \$ -                  | \$ (5,853,720)         | \$ (38,805)           | -          | \$ 5,814,915          | -99%       |
| Interest/Bond Expense             | \$ (2,768,264)        | \$ (2,759,966)        | \$ (2,208,530)         | \$ (8,298)            | 0%         | \$ (559,734)          | 25%        |
| Other Expense                     | \$ (3,853,765)        | \$ (3,000,000)        | \$ (3,000,051)         | \$ (853,765)          | 28%        | \$ (853,714)          | 28%        |
| <b>Other Revenue(Expenses)</b>    | <b>\$ (5,292,869)</b> | <b>\$ (5,117,075)</b> | <b>\$ (10,518,673)</b> | <b>\$ (175,794)</b>   | <b>-3%</b> | <b>\$ 5,225,804</b>   | <b>50%</b> |
| <b>Net Income(Loss)</b>           | <b>\$ 15,822,472</b>  | <b>\$ 16,901,548</b>  | <b>\$ 11,947,570</b>   | <b>\$ (1,079,076)</b> | <b>-6%</b> | <b>\$ 3,874,902</b>   | <b>32%</b> |

## Statement of Revenues &amp; Expenses





## PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

| <u>Public Oil Docks</u>    | August YTD     |                |                |
|----------------------------|----------------|----------------|----------------|
|                            | 2016           |                | Variance       |
|                            | Actual         | Budget         |                |
| Operating Revenues         | \$ 21,271,443  | \$ 22,206,658  | \$ (935,215)   |
| Operating Expenses         | \$ (2,212,958) | \$ (1,555,837) | \$ (657,121)   |
| Net Operating Income(Loss) | \$ 19,058,485  | \$ 20,650,821  | \$ (1,592,336) |
| Other Revenue(Expenses)    | \$ (671,992)   | \$ (671,992)   | \$ -           |
| Net Income(Loss)           | \$ 18,386,493  | \$ 19,978,829  | \$ (1,592,336) |

| <u>Private Oil Docks</u>   | August YTD    |               |            |
|----------------------------|---------------|---------------|------------|
|                            | 2016          |               | Variance   |
|                            | Actual        | Budget        |            |
| Operating Revenues         | \$ 10,622,850 | \$ 10,524,936 | \$ 97,914  |
| Operating Expenses         | \$ (29,613)   | \$ (33,861)   | \$ 4,248   |
| Net Operating Income(Loss) | \$ 10,593,237 | \$ 10,491,075 | \$ 102,162 |
| Other Revenue(Expenses)    | \$ -          | \$ -          | \$ -       |
| Net Income(Loss)           | \$ 10,593,237 | \$ 10,491,075 | \$ 102,162 |

| <u>Dry Cargo Docks</u>     | August YTD     |                |                |
|----------------------------|----------------|----------------|----------------|
|                            | 2016           |                | Variance       |
|                            | Actual         | Budget         |                |
| Operating Revenues         | \$ 4,885,525   | \$ 6,952,444   | \$ (2,066,919) |
| Operating Expenses         | \$ (2,700,580) | \$ (1,878,922) | \$ (821,658)   |
| Net Operating Income(Loss) | \$ 2,184,945   | \$ 5,073,522   | \$ (2,888,577) |
| Other Revenue(Expenses)    | \$ -           | \$ -           | \$ -           |
| Net Income(Loss)           | \$ 2,184,945   | \$ 5,073,522   | \$ (2,888,577) |

| <u>Bulk Terminal</u>       | August YTD     |                |              |
|----------------------------|----------------|----------------|--------------|
|                            | 2016           |                | Variance     |
|                            | Actual         | Budget         |              |
| Operating Revenues         | \$ 6,850,640   | \$ 6,443,720   | \$ 406,920   |
| Operating Expenses         | \$ (3,782,419) | \$ (4,431,191) | \$ 648,772   |
| Net Operating Income(Loss) | \$ 3,068,221   | \$ 2,012,529   | \$ 1,055,692 |
| Other Revenue(Expenses)    | \$ 738         | \$ (666)       | \$ 1,404     |
| Net Income(Loss)           | \$ 3,068,959   | \$ 2,011,863   | \$ 1,057,096 |

| <u>Conference Center</u>   | August YTD     |                |             |
|----------------------------|----------------|----------------|-------------|
|                            | 2016           |                | Variance    |
|                            | Actual         | Budget         |             |
| Operating Revenues         | \$ 1,516,975   | \$ 1,258,682   | \$ 258,293  |
| Operating Expenses         | \$ (1,544,008) | \$ (1,534,252) | \$ (9,756)  |
| Net Operating Income(Loss) | \$ (27,033)    | \$ (275,570)   | \$ 248,537  |
| Other Revenue(Expenses)    | \$ (32,820)    | \$ 2,202       | \$ (35,022) |
| Net Income(Loss)           | \$ (59,853)    | \$ (273,368)   | \$ 213,515  |



## PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

| <u>Property and Buildings</u>     | August YTD          |                     |                     |
|-----------------------------------|---------------------|---------------------|---------------------|
|                                   | 2016                |                     | Variance            |
|                                   | Actual              | Budget              |                     |
| Operating Revenues                | \$ 5,259,568        | \$ 6,766,417        | \$ (1,506,849)      |
| Operating Expenses                | \$ (3,003,941)      | \$ (5,133,052)      | \$ 2,129,111        |
| <b>Net Operating Income(Loss)</b> | <b>\$ 2,255,627</b> | <b>\$ 1,633,365</b> | <b>\$ 622,262</b>   |
| Other Revenue(Expenses)           | \$ (1,951,032)      | \$ (1,097,265)      | \$ (853,767)        |
| <b>Net Income(Loss)</b>           | <b>\$ 304,595</b>   | <b>\$ 536,100</b>   | <b>\$ (231,505)</b> |

| <u>Other Facilities</u>           | August YTD            |                       |                   |
|-----------------------------------|-----------------------|-----------------------|-------------------|
|                                   | 2016                  |                       | Variance          |
|                                   | Actual                | Budget                |                   |
| Operating Revenues                | \$ 2,682,324          | \$ 1,812,155          | \$ 870,169        |
| Operating Expenses                | \$ (2,014,760)        | \$ (1,675,051)        | \$ (339,709)      |
| <b>Net Operating Income(Loss)</b> | <b>\$ 667,564</b>     | <b>\$ 137,104</b>     | <b>\$ 530,460</b> |
| Other Revenue(Expenses)           | \$ (3,990,707)        | \$ (3,990,709)        | \$ 2              |
| <b>Net Income(Loss)</b>           | <b>\$ (3,323,143)</b> | <b>\$ (3,853,605)</b> | <b>\$ 530,462</b> |

| <u>Port Security</u>              | August YTD            |                       |                     |
|-----------------------------------|-----------------------|-----------------------|---------------------|
|                                   | 2016                  |                       | Variance            |
|                                   | Actual                | Budget                |                     |
| Operating Revenues                | \$ 4,021,109          | \$ 4,907,635          | \$ (886,526)        |
| Operating Expenses                | \$ (5,946,456)        | \$ (6,147,210)        | \$ 200,754          |
| <b>Net Operating Income(Loss)</b> | <b>\$ (1,925,347)</b> | <b>\$ (1,239,575)</b> | <b>\$ (685,772)</b> |
| Other Revenue(Expenses)           | \$ 107                | \$ -                  | \$ 107              |
| <b>Net Income(Loss)</b>           | <b>\$ (1,925,240)</b> | <b>\$ (1,239,575)</b> | <b>\$ (685,665)</b> |

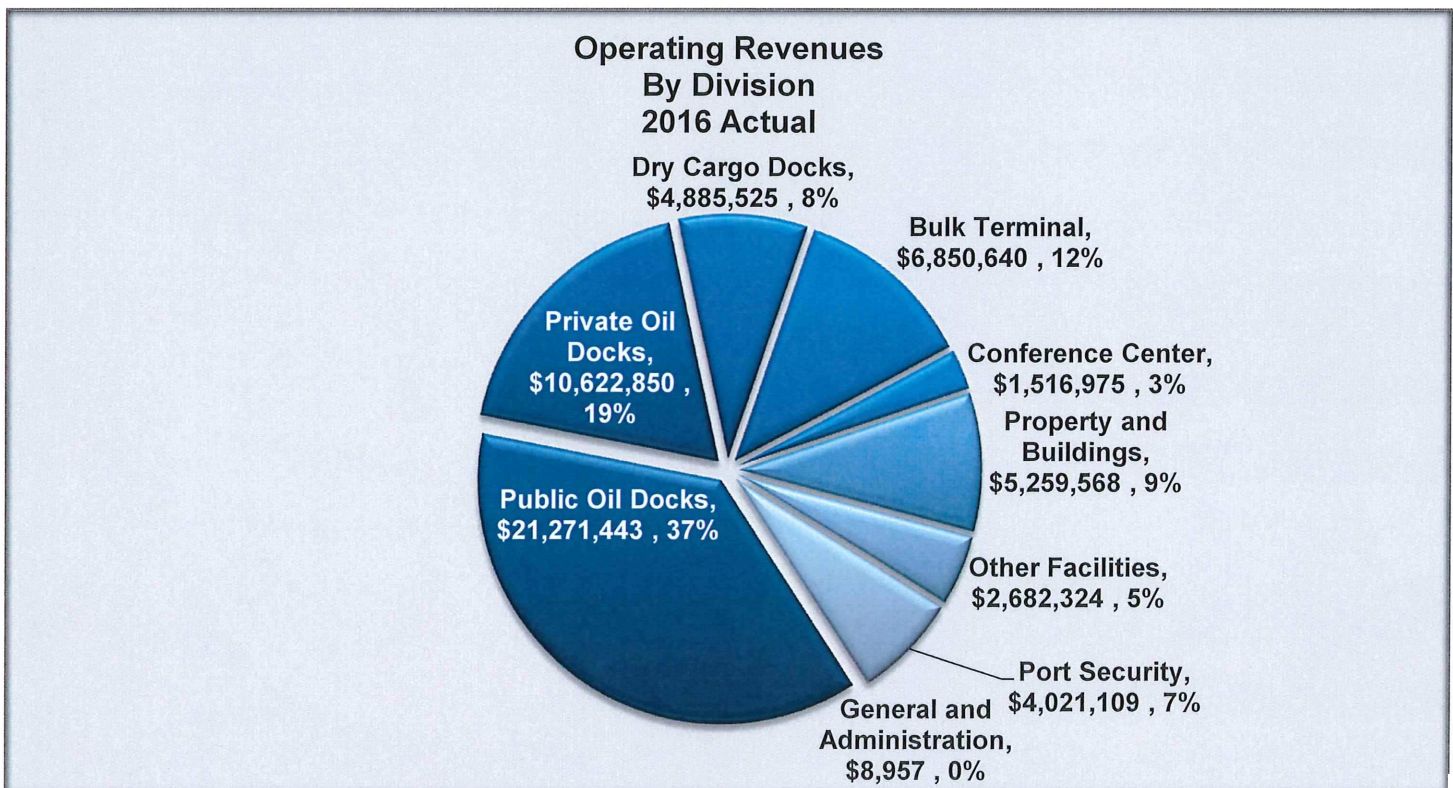
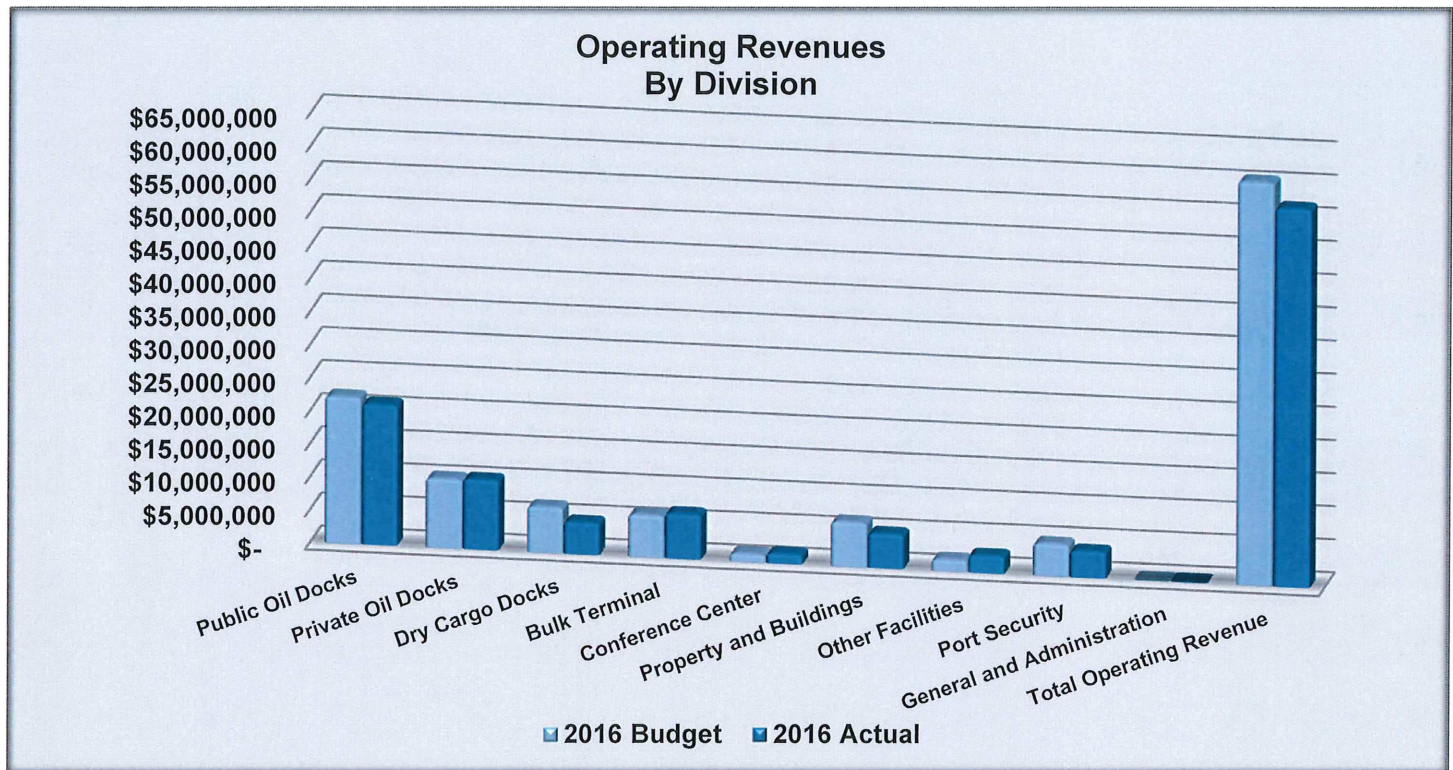
| <u>General and Administration</u> | August YTD             |                        |                     |
|-----------------------------------|------------------------|------------------------|---------------------|
|                                   | 2016                   |                        | Variance            |
|                                   | Actual                 | Budget                 |                     |
| Operating Revenues                | \$ 8,957               | \$ -                   | \$ 8,957            |
| Operating Expenses                | \$ (14,769,315)        | \$ (16,464,648)        | \$ 1,695,333        |
| <b>Net Operating Income(Loss)</b> | <b>\$ (14,760,358)</b> | <b>\$ (16,464,648)</b> | <b>\$ 1,704,290</b> |
| Other Revenue(Expenses)           | \$ 1,352,837           | \$ 641,355             | \$ 711,482          |
| <b>Net Income(Loss)</b>           | <b>\$ (13,407,521)</b> | <b>\$ (15,823,293)</b> | <b>\$ 2,415,772</b> |

| <u>Total</u>                      | August YTD           |                      |                       |
|-----------------------------------|----------------------|----------------------|-----------------------|
|                                   | 2016                 |                      | Variance              |
|                                   | Actual               | Budget               |                       |
| Operating Revenues                | \$ 57,119,391        | \$ 60,872,647        | \$ (3,753,256)        |
| Operating Expenses                | \$ (36,004,050)      | \$ (38,854,024)      | \$ 2,849,974          |
| <b>Net Operating Income(Loss)</b> | <b>\$ 21,115,341</b> | <b>\$ 22,018,623</b> | <b>\$ (903,282)</b>   |
| Other Revenue(Expenses)           | \$ (5,292,869)       | \$ (5,117,075)       | \$ (175,794)          |
| <b>Net Income(Loss)</b>           | <b>\$ 15,822,472</b> | <b>\$ 16,901,548</b> | <b>\$ (1,079,076)</b> |



# PORT OF CORPUS CHRISTI AUTHORITY

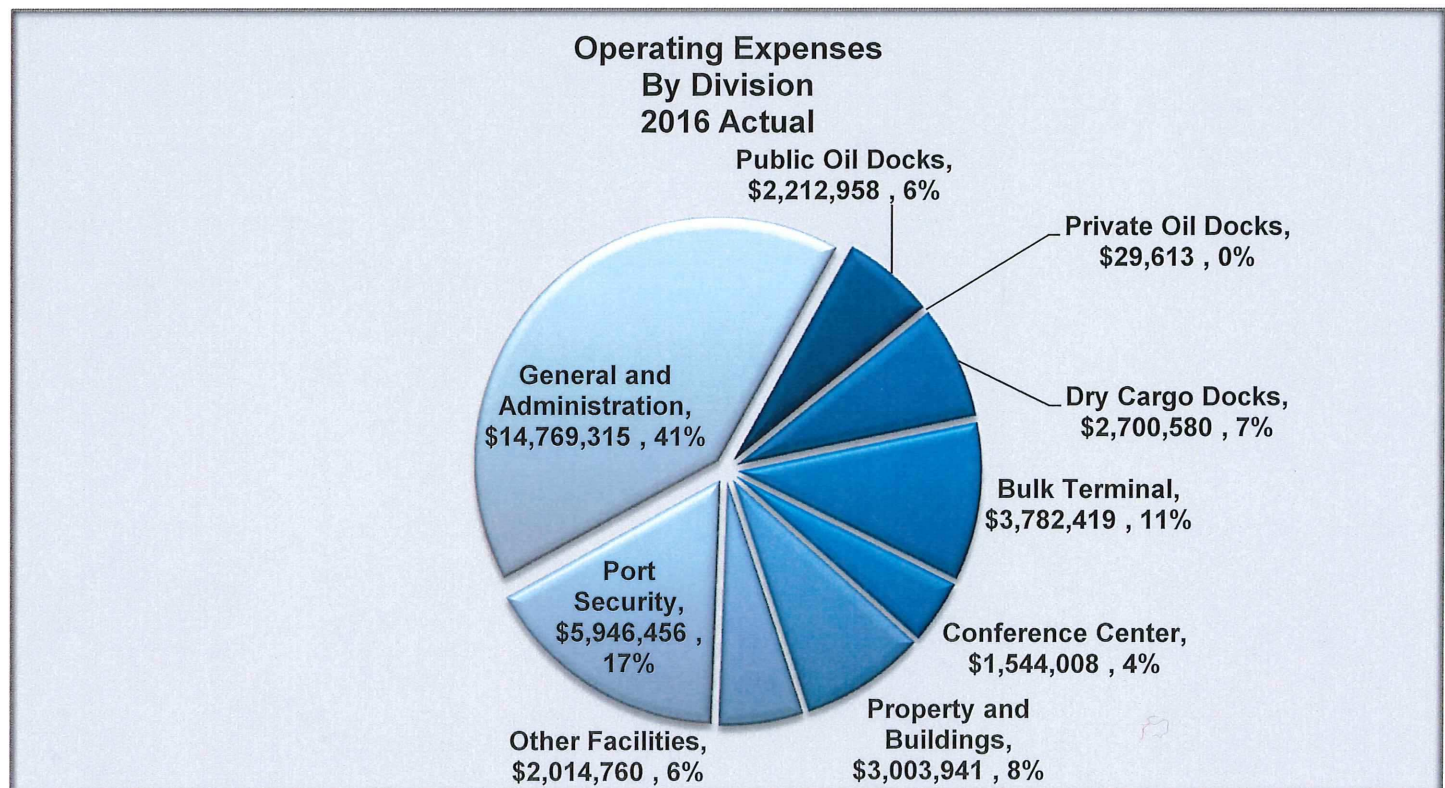
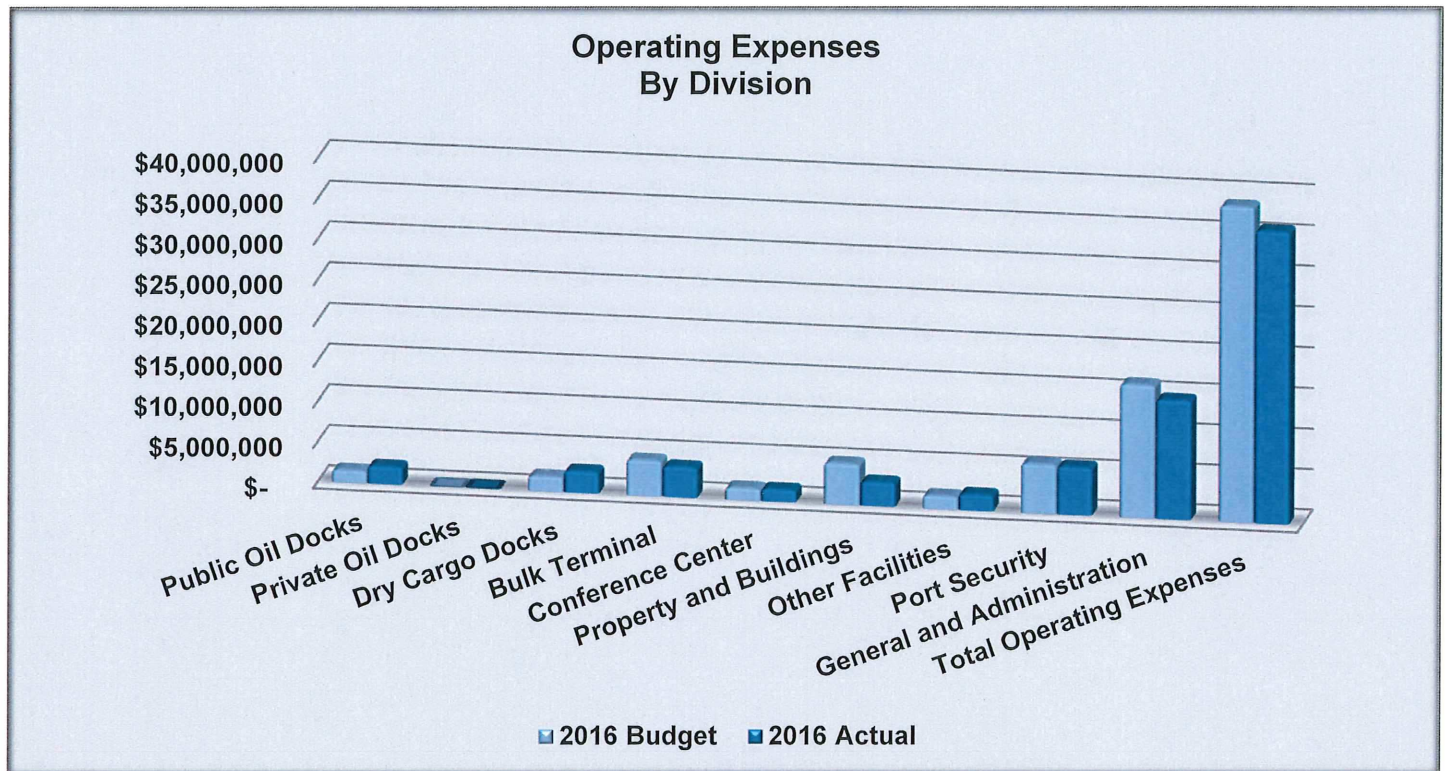
## FINANCIAL RESULTS





# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS



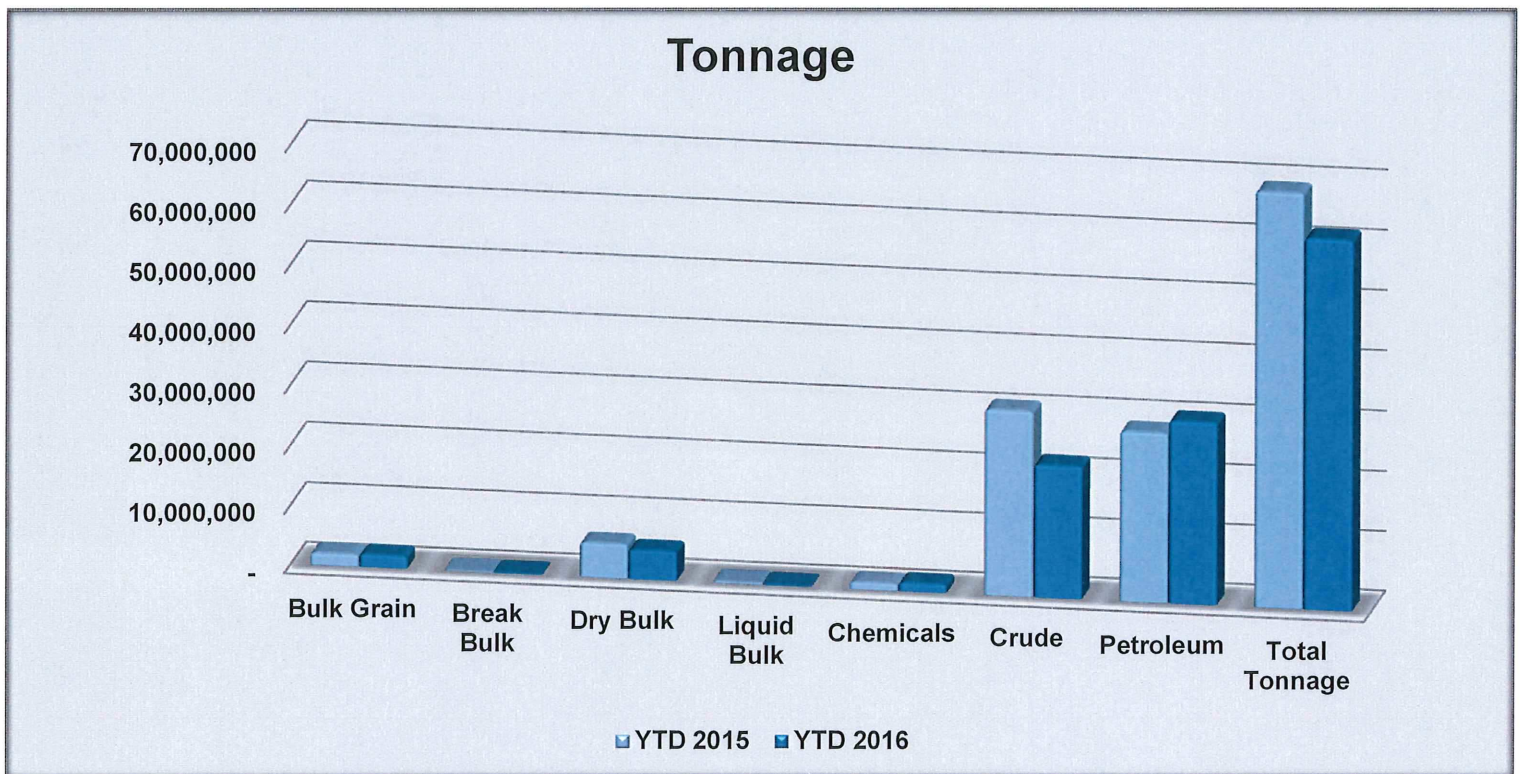


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### TONNAGE

|                      | August           |                  | Mth Over Mth Change | %           | YTD               |                   | Year Over Year Change | %           |
|----------------------|------------------|------------------|---------------------|-------------|-------------------|-------------------|-----------------------|-------------|
|                      | 2016             | 2015             |                     |             | 2016              | 2015              |                       |             |
| Bulk Grain           | 524,691          | 643,663          | (118,972)           | -18%        | 2,159,378         | 2,071,094         | 88,284                | 4%          |
| Break Bulk           | 41,084           | 35,007           | 6,077               | 17%         | 206,701           | 230,214           | (23,513)              | -10%        |
| Dry Bulk             | 530,946          | 837,117          | (306,171)           | -37%        | 4,971,675         | 5,824,210         | (852,535)             | -15%        |
| Liquid Bulk          | -                | 35,498           | (35,498)            | -100%       | 251,593           | 430,739           | (179,146)             | -42%        |
| Chemicals            | 195,312          | 161,174          | 34,138              | 21%         | 1,456,343         | 1,227,019         | 229,324               | 19%         |
| Crude                | 2,781,533        | 3,710,619        | (929,086)           | -25%        | 22,239,183        | 31,000,098        | (8,760,915)           | -28%        |
| Petroleum            | 3,913,424        | 3,620,523        | 292,901             | 8%          | 30,477,166        | 28,405,904        | 2,071,262             | 7%          |
| <b>Total Tonnage</b> | <b>7,986,990</b> | <b>9,043,601</b> | <b>(1,056,611)</b>  | <b>-12%</b> | <b>61,762,039</b> | <b>69,189,278</b> | <b>(7,427,239)</b>    | <b>-11%</b> |





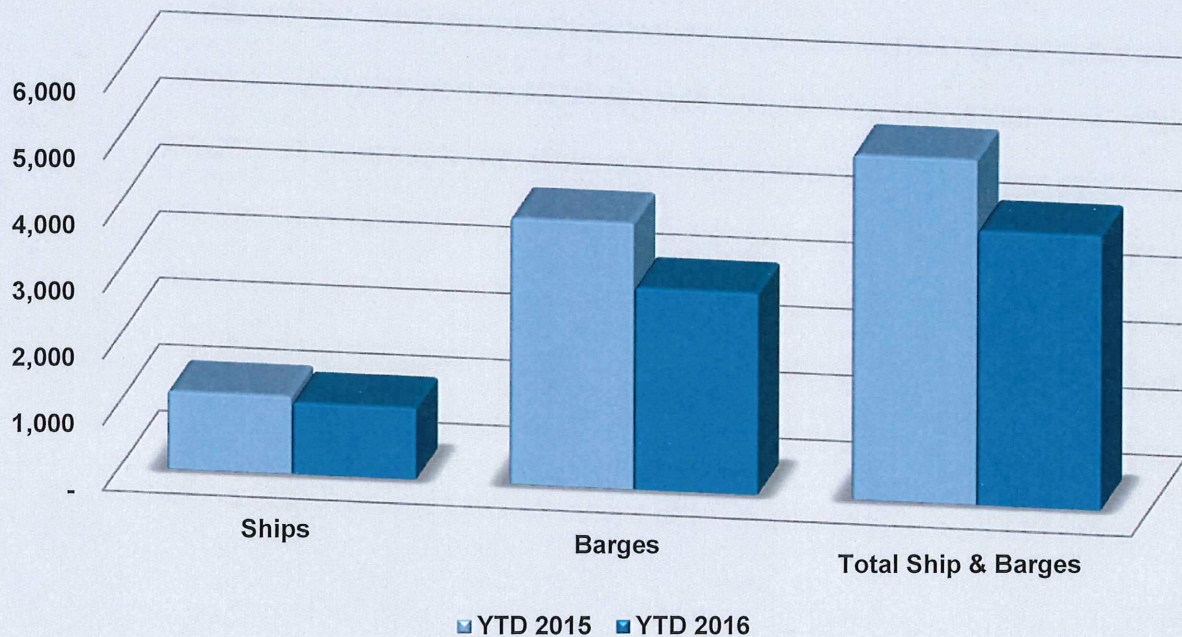
# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### SHIP & BARGE MOVEMENTS

|                                | August     |            | Mth Over Mth<br>Change | %           | YTD          |              | Year Over Year<br>Change | %           |
|--------------------------------|------------|------------|------------------------|-------------|--------------|--------------|--------------------------|-------------|
|                                | 2016       | 2015       |                        |             | 2016         | 2015         |                          |             |
| Ships                          | 159        | 164        | (5)                    | -3%         | 1,094        | 1,184        | (90)                     | -8%         |
| Barges                         | 375        | 518        | (143)                  | -28%        | 3,053        | 4,018        | (965)                    | -24%        |
| <b>Total Ship &amp; Barges</b> | <b>534</b> | <b>682</b> | <b>(148)</b>           | <b>-22%</b> | <b>4,147</b> | <b>5,202</b> | <b>(1,055)</b>           | <b>-20%</b> |

### Ships & Barges

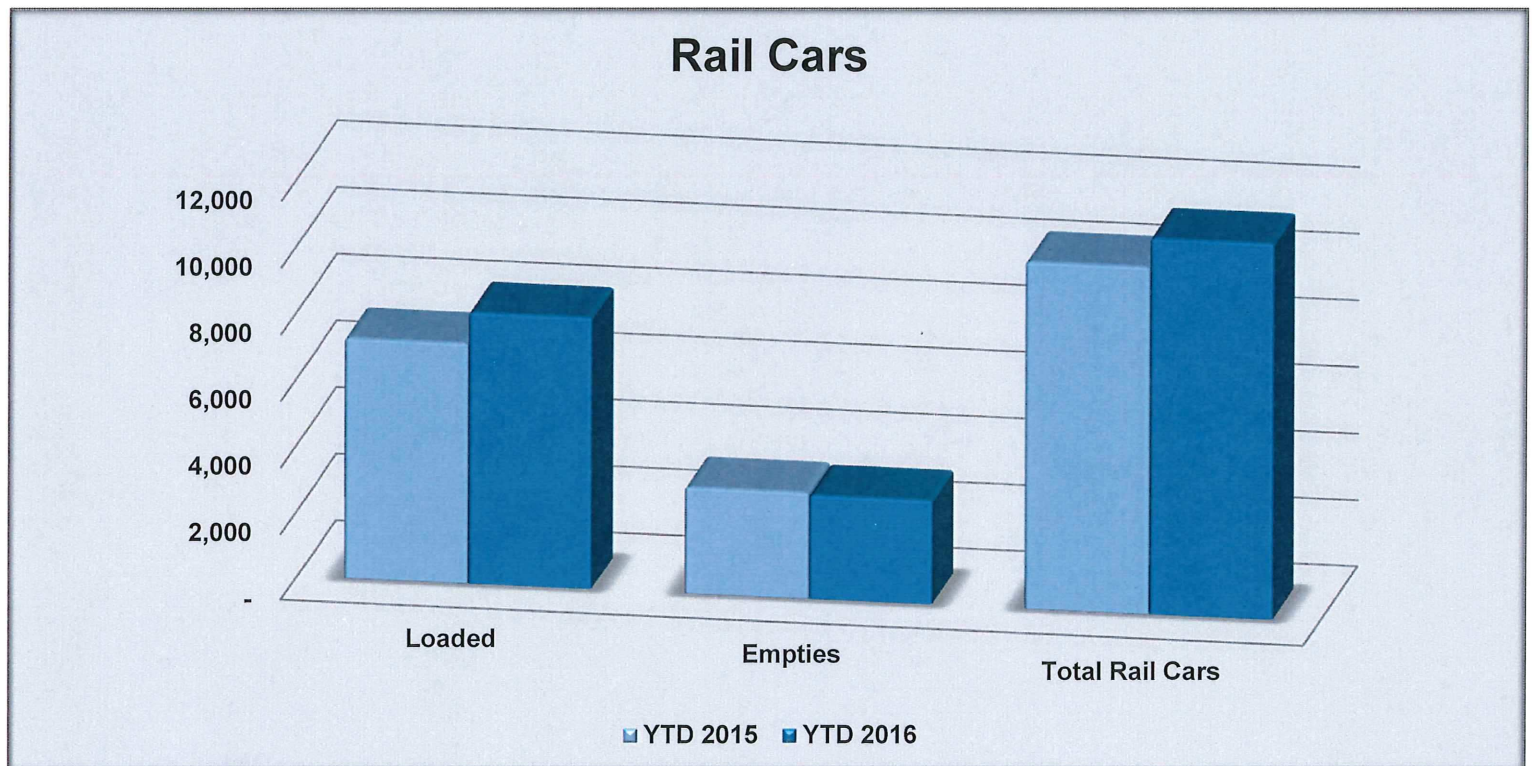


## PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

## RAIL CARS

|                        | August       |              | Mth Over Mth<br>Change | %           | YTD           |               | Year Over Year<br>Change | %         |
|------------------------|--------------|--------------|------------------------|-------------|---------------|---------------|--------------------------|-----------|
|                        | 2016         | 2015         |                        |             | 2016          | 2015          |                          |           |
| Loaded                 | 646          | 1,200        | (554)                  | -46%        | 8,168         | 7,229         | 939                      | 13%       |
| Empties                | 704          | 313          | 391                    | 125%        | 3,152         | 3,221         | (69)                     | -2%       |
| <b>Total Rail Cars</b> | <b>1,350</b> | <b>1,513</b> | <b>(163)</b>           | <b>-11%</b> | <b>11,320</b> | <b>10,450</b> | <b>870</b>               | <b>8%</b> |



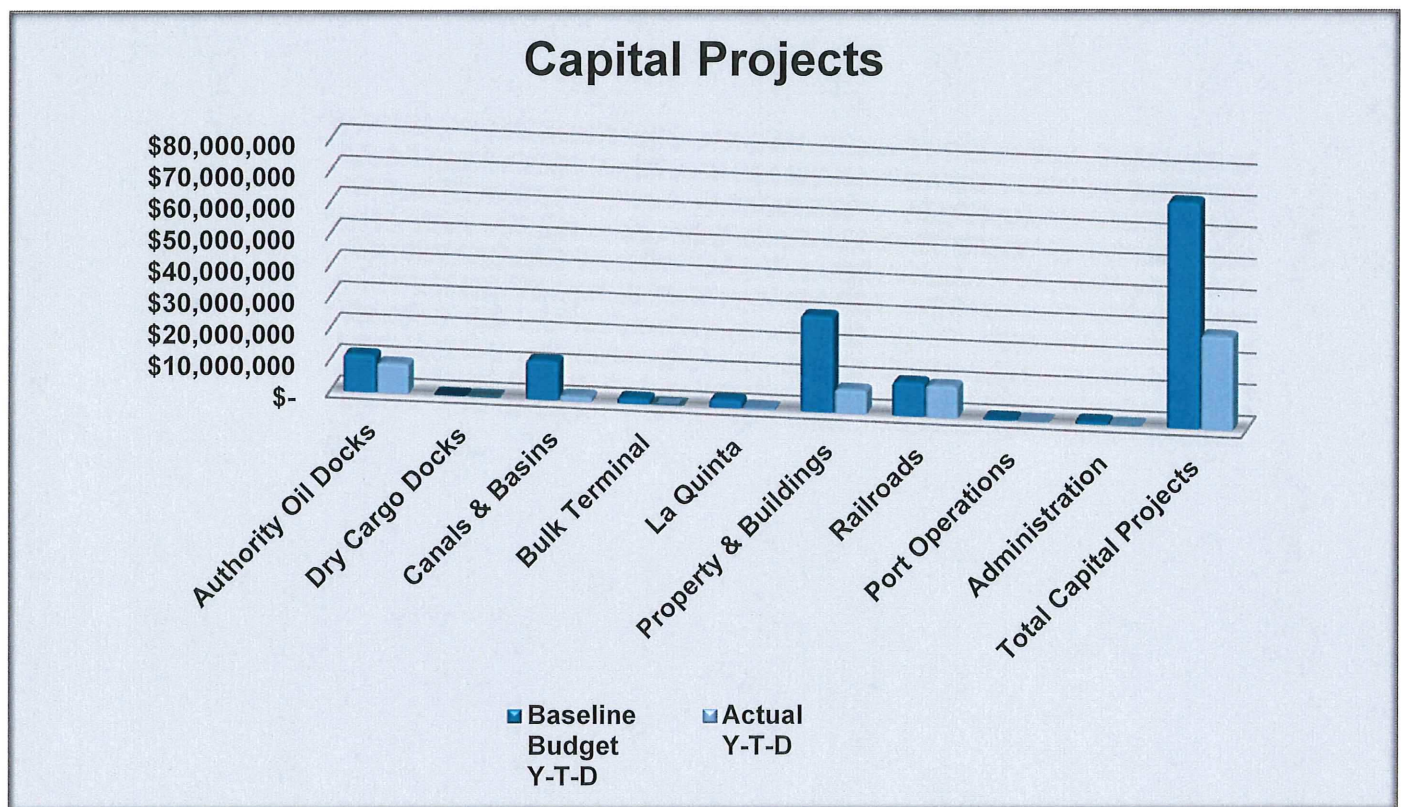


# PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

### CAPITAL PROJECTS

|                               | Annual Budget         | Actual Y-T-D         | Balance Remaining    | Baseline Budget Y-T-D | Actual Y-T-D         | Variance               |
|-------------------------------|-----------------------|----------------------|----------------------|-----------------------|----------------------|------------------------|
| Authority Oil Docks           | \$ 13,530,000         | \$ 9,558,988         | \$ 3,971,012         | \$ 11,930,000         | \$ 9,558,988         | \$ (2,371,012)         |
| Dry Cargo Docks               | \$ 1,200,000          | \$ -                 | \$ 1,200,000         | \$ 65,000             | \$ -                 | \$ (65,000)            |
| Canals & Basins               | \$ 23,996,321         | \$ 1,682,382         | \$ 22,313,939        | \$ 12,518,121         | \$ 1,682,382         | \$ (10,835,739)        |
| Bulk Terminal                 | \$ 5,397,500          | \$ 69,880            | \$ 5,327,620         | \$ 1,827,500          | \$ 69,880            | \$ (1,757,620)         |
| La Quinta                     | \$ 9,637,500          | \$ 464,858           | \$ 9,172,642         | \$ 2,727,500          | \$ 464,858           | \$ (2,262,642)         |
| Property & Buildings          | \$ 36,196,305         | \$ 7,616,252         | \$ 28,580,053        | \$ 30,597,000         | \$ 7,616,252         | \$ (22,980,748)        |
| Railroads                     | \$ 17,110,000         | \$ 10,194,112        | \$ 6,915,888         | \$ 10,810,000         | \$ 10,194,112        | \$ (615,888)           |
| Port Operations               | \$ 1,086,000          | \$ 124,012           | \$ 961,988           | \$ 500,000            | \$ 124,012           | \$ (375,988)           |
| Administration                | \$ 1,355,000          | \$ 144,521           | \$ 1,210,479         | \$ 950,666            | \$ 144,521           | \$ (806,145)           |
| <b>Total Capital Projects</b> | <b>\$ 109,508,626</b> | <b>\$ 29,855,005</b> | <b>\$ 79,653,621</b> | <b>\$ 71,925,787</b>  | <b>\$ 29,855,005</b> | <b>\$ (42,070,782)</b> |





## PORT OF CORPUS CHRISTI AUTHORITY

## FINANCIAL RESULTS

## BOND PROJECT PROCEEDS - (As of August, 2016)

|                             | Bond Project Proceeds | Bond Issuance Expenses | Net Bond Project Proceeds | Bond Project Expenditures | Transfer Remaining Proceeds on Closed Projects | Remaining Bond Project Proceeds |
|-----------------------------|-----------------------|------------------------|---------------------------|---------------------------|--|---------------------------------|
| Land                        | \$ 34,960,000         | \$ (346,544)           | \$ 34,613,456             | \$ (34,974,294)           | \$ 461,909                                     | \$ 101,071                      |
| Oil Dock 14                 | \$ 28,000,000         | \$ (277,552)           | \$ 27,722,448             | \$ (23,867,402)           |  | \$ 3,855,046                    |
| Access Road & Rail          | \$ 10,000,000         | \$ (99,126)            | \$ 9,900,874              | \$ 25,108                 |  | \$ 9,925,982                    |
| Tule Lift Bridge            | \$ 18,000,000         | \$ (178,426)           | \$ 17,821,574             | \$ (148,249)              |  | \$ 17,673,325                   |
| West Barge Mooring Area     | \$ 7,280,000          | \$ (72,164)            | \$ 7,207,836              | \$ (6,745,927)            | \$ (461,909)                                   | \$ -                            |
| NRRY Phase II               | \$ 6,000,000          | \$ (59,475)            | \$ 5,940,525              | \$ (5,583,736)            |  | \$ 356,789                      |
| La Quinta-Aquatic Habitat   | \$ 4,020,000          | \$ (39,849)            | \$ 3,980,151              | \$ (1,911,089)            |  | \$ 2,069,062                    |
| La Quinta-Mitigation Buffer | \$ 3,940,000          | \$ (39,055)            | \$ 3,900,945              | \$ (18,455)               |  | \$ 3,882,490                    |
| La Quinta Dock              | \$ 2,800,000          | \$ (27,755)            | \$ 2,772,245              | \$ (2,669,943)            |  | \$ 102,302                      |
| <b>Total Bond Projects</b>  | <b>\$ 115,000,000</b> | <b>\$ (1,139,946)</b>  | <b>\$ 113,860,054</b>     | <b>\$ (75,893,987)</b>    | <b>\$ -</b>                                    | <b>\$ 37,966,067</b>            |

Bond Project Proceeds  
(As of August, 2016)