



**Notice of Meeting of the Port Commission of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, November 15, 2016, at 9:00 AM
Solomon P. Ortiz International Center
402 North Harbor Dr, Corpus Christi, TX**

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.

- 1. CALL TO ORDER**
- 2. SAFETY BRIEFING**
- 3. PLEDGE OF ALLEGIANCE**
- 4. INVOCATION**
- 5. RECEIVE CONFLICT OF INTEREST AFFIDAVITS**
- 6. MINUTES**
 - 6.a. Approve the minutes of the October 18, 2016, Commission meeting.
[October 18, 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 Robstown Improvement Development Corporation on services provided this year under their Development Services Agreement with the PCCA.

[11a - Robstown Presentation](#)

- 11.b. Receive presentation from EAI on market trends for 2017.

- 11.c. Receive a general update from voestalpine Texas.

12. OPEN AGENDA

- 12.a. Award Workers' Compensation Insurance and Claims Management Services Contract to Texas Mutual Insurance and Scarbrough, Medlin & Associates Inc. in the amount of \$92,530.

[Workers Comp Contract Memo](#)

- 12.b. Award a construction contract in the amount of \$23,211,000 to Weeks Marine, Inc., the lowest and best bidder based on bids received on November 8, 2016, for the Tule Lake Lift Bridge Foundation Removal project.

[Tule Lake Bridge Foundation Removal Memo](#)

[Tule Lake Bridge Foundation Removal - Bid Tab](#)

[Tule Lake Bridge Foundation Removal - Exhibit](#)

- 12.c. Award a construction contract in the amount of \$1,924,659.00 to Russell Marine LLC, the lowest and best bidder based on bids received on November 4, 2016, for the Upgrades and Repairs to Bulk Dock 2 Marine Structures project.

[12c - Russell Marine Memo](#)

[BD2 Repairs - Bid Tab](#)

[BD2 Repairs - Exhibit](#)

- 12.d. Award a construction contract in the amount of \$273,238.11 to JM Davidson Ltd., the lowest and best bidder based on bids received on October 27, 2016, for the General Improvements to Oil Dock 6 project.

[OD 6 - Memo](#)

[OD 6 - Bid Tab](#)

[OD 6 - Exhibit](#)

- 12.e. Approve the Assignment of three PCCA real estate leases and a number of PCCA pipeline easements to NuStar Logistics, L.P., and other agreements in connection with the sale of Martin Operating Partnership L.P.'s Terminalling Assets located in the Inner Harbor Area to NuStar Logistics, L.P.

[Martin-NuSar](#)

- 12.f. Authorize staff to issue a Request for Proposals for Professional Services for Development of PCCA Safety Management System, Safety Policies and Safety Manual and Program Implementation to Include Onsite Training and Coaching.

[12f - Safety Memo](#)

- 12.g. Approve PCCA's third quarter financial report.

[3rd Qtr Financials](#)

- 12.h. Approve PCCA's third quarter investment report.

[3rd Qtr Investment Report](#)

13. CONSENT AGENDA

- 13.a. Approve annual Development Services Agreements for 2017. Port Commissioners have been furnished with proposed Development Services Agreements for 2017 for each of the following organizations along with staff's recommendation with respect to each agreement. These agreements will be approved by one vote unless a Commissioner requests a separate vote on a particular agreement.

Coastal Bend Bays & Estuaries Program - \$160,000

Corpus Christi Regional Economic Development Corporation - \$320,000

Robstown Improvement Development Corporation - \$35,000

San Patricio County Economic Development Corporation - \$70,000

United Corpus Christi Chamber of Commerce - \$60,000

[CC Chamber Agmt](#)

[CCREDC Agmt](#)

[Robstown IDC Agmt](#)

[San Pat EDC Agmt](#)

[13a - Development Services Memo](#)

[CBBEP Agmt](#)

- 13.b. Approve Professional Services Agreement with South Texas Military Facilities Task Force.

- 13.c. Approve First Amendment and Supplement of Professional Engineering Services Contract for an amount of \$9,700 with Lockwood, Andrews & Newnam, Inc. for Additional Engineering Services for Storm Water Quality Improvements at the Bulk Terminal.
[13c - Lockwood Andrews Memo](#)
[13c - Lockwood Andrews Contract](#)
- 13.d. Approve an amendment to a professional services contract with Colwell and Associates, Inc., in the amount of \$8,000 for additional engineering services associated with the construction phase of the General Improvements to Oil Dock 6 project.
[Colwell Associates Amendment](#)
[Colwell attachment](#)
[Colwell Memo](#)
- 13.e. Approve Amended and Restated Transmission Lines Easement and Right of Way Agreement with AEP Texas Central Company for Connection to the AEP Hecker Substation at La Quinta Terminal

[AEP Hecker Memo](#)
[AEP Hecker-Letter Exhibit](#)
[AEP Hecker-Easement Summary](#)
[AEP Hecker Easement](#)

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 §551.01 and §551.072 of the Texas Government Code to deliberate the purchase of certain real property on the south side of the Corpus Christi Ship 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 §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property in the vicinity of the Inner Basin. The Commission may authorize the acquisition of this property in open session.
- 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 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.d. 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.e. 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.f. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Executive Director and the Deputy Executive Director.
- 15.g. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property located on the south side of the Main Turning Basin. The Commission may authorize the acquisition of this property in open session.
- 15.h. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property located on the north side of the Main Turning Basin. The

Commission may authorize the acquisition of this property in open session.

16. ADJOURN

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
OCTOBER 18, 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, October 18, 2016, at 8:30 a.m., for the regular monthly meeting of the Port Commission.

Present: Mr. Charles Zahn
Mr. Wayne Squires
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls
Mr. Richard L. Bowers

Absent: Mr. Wes Hoskins

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:

Ms. Nancy Zuniga
Mr. Fred Dotts
MDR
Ms. Doreen Harrell
Ms. Carol Scott
Kailo Communications
Ms. Becky Gallagher
Mr. Foster Edwards
Ms. JoAnn Ehmann
Ms. Adrianna Escamilla
San Patricio EDC
Mr. Chris Ramirez
Caller-Times
Ms. Nancy Loayn
Ingleside On The Bay
Mr. Lamont Taylor
Ms. Rosie Crawford
CAFP
Ms. Del Richardson
DRA
Ms. Darcy Schroeder
Valero
Mr. David Cave
CITGO
Ms. R Ane Porter
Hillcrest Resident
Ms. Amy Hessertine
Mr. Eric Trejo
Mr. Dan Leyendecker
LNV
Mr. Terry Arnold
Consultant
Ms. Kathryn Tunnell

Mr. Ray Allen
Coastal Bend Bays & Estuaries
Mr. James Breaux
D&B Enterprises
Capt. Louis Adams
Aransas/CC Pilots
Mr. Xavier Valverde
G&H Towing
Mr. Thomas Moore
Consultant
Mr. Scott Harris
LAN
Mr. Daniel Clark
CORE Engineers
Mr. Kyle Durden
Mr. Burt Moorhouse
Gulf Copper
Mr. Ronald Berglund
Robstown IDC
Mr. David Fields
Gulf Compress
Mr. Bob Paulison
Port Industries
Ms. Rachel Fumins
Texas Rio Grande Legal Aid
Mr. Hugo Berlanga
Berlanga Business Associates
Capt. Mike Kershaw
Consultant
Mr. Iain Vasey
CC Regional EDC

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. Engel, the Commission approved the minutes of the September 20 and September 29, 2016 Commission meetings in the form presented to the meeting.

7. The Chair asked for comments from the public. None were received.
8. The Commission received a report from the Security Committee.
9. The Chairman of the Audit Committee reported that the committee had not had a meeting since the last Commission meeting.
10. The Commission received a report from the Long-Range Planning Committee.
11. **PRESENTATIONS:**

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

11b. The Commission received a report from the Coastal and Bays & Estuaries Program on services provided this year under their Development Services Agreement with the PCCA.

11c. The Commission received a report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program for the quarter ending September 30, 2016.

12. OPEN AGENDA:

12a. On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, a Professional Engineering Services Contract in the amount of \$469,837 with Cardno Inc. for a Master Plan of the Bulk Terminal

12b. PCCA previously entered into an Interlocal Cost-Sharing Cooperation Agreement with the City of Corpus Christi for major road and utility improvements to Sam Rankin Street. On motion made by Mr. Engel and seconded by Mr. Squires, the Commission awarded 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, and granted the Director of Engineering Services a 3% contingency in accordance with PCCA's standard guidelines for general construction projects. Under the terms of the Interlocal Cooperation Agreement, the City will reimburse PCCA for approximately \$997,700 of the construction costs.

12c. On motion made by Ms. Canales and seconded by Mr. Valls, the Commission approved, in accordance with the staff recommendation presented to the meeting, an amendment to PCCA's existing Service Order No. 9 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for additional engineering services associated with the design of new Oil Dock 15 at a cost not to exceed \$399,225.

12d. The Chairman announced that this item had been deleted from the agenda.

12e. On motion made by Mr. Engel and seconded by Mr. Squires, the Commission authorized staff to issue a Request for Proposals for property insurance coverage. Commissioners Valls and Canales voted against the motion.

13. CONSENT AGENDA:

On motion made by Mr. Bowers and seconded by Mr. Valls all items on the Consent Agenda were approved by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations furnished to the Commission at the meeting.

13a. By approval of the Consent Agenda Motion, the Commission awarded 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.

13b. By approval of the Consent Agenda Motion, the Commission approved 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.

13c. By approval of the Consent Agenda Motion, the Commission approved an Interlocal Cooperation contract for Hazard Mitigation Action Plan with Nueces County and other participating jurisdictions.

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 10:02 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 15a, 15b, 15c, 15d, 15e, 15f, 15g, 15h, 15i, and 15j, which were described in the agenda of the meeting as follows:

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:

At 1:28 p.m. the Commission reconvened into open session to consider Agenda Item 16.a.

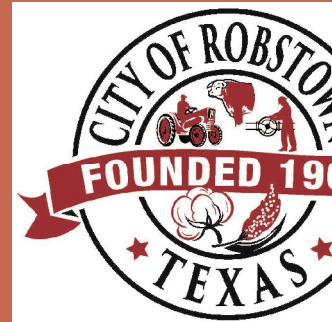
16.a. The Chairman announced that this item had been deleted from the agenda

17. There being no further business, the meeting adjourned at 1:30 p.m.

Robstown Improvement Development Corporation



City of Robstown



PARTNERS



RECENT AND CURRENT PROJECTS



Repaired roads in entry and retail areas in preparation for the new outlet mall.
Expanded Main Street to prepare new entry and impression for the town.
Reconstructing 5th street from Highway 44 to Business 77 to allow alternate routes to and from the outlets.

Partnered with the County to repair County Road 36, a vital industrial road in the southern part of Robstown.

The Robstown EB-5 Regional Center has been able to bring financing to the Corpus Christi Bay Outlet Mall Project.

The Robstown Utilities System is currently working on updating its infrastructure systems to accommodate the outlet malls.

The RIDC and City of Robstown have been working with the outlet malls to help in whatever way possible. The construction has started and is well under way. Phase one is scheduled to be complete March 1, 2017.

Working with TxDOT to bring the I-69 Corridor through Robstown to help drive the economic development in this region of Nueces County.

RECENT AND CURRENT PROJECTS (CONT.)

Working with TDEM to extend our deadline and construct a FEMA Safe Room.
Hosted the first city wide clean up with the new administration and having a county wide hazardous waste, tire and brush clean up hosted in Robstown.
Tore down 20 dilapidated and another 25 listed for demolition.
Working with USDA and US EDA to secure grants for land development and creating an industrial pocket in Robstown, Texas.
Through a partnership with the CCREDC, the city has been able to Site Qualify 75 acre tract of land that is ready to be developed.
With the help of Mr. Iain Vasey, Mr. Tommy Kurtz and the rest of the CCREDC staff; our city has been listed on CCREDC Qualified Sites Program.



OUTLETS AT CORPUS CHRISTI BAY



 **THE OUTLETS**
at corpus christi bay

Image # 9
Date : 10.10.2016
Photo 888.542.0231



 **THE OUTLETS**
at corpus christi bay

Image # 10
Date : 10.10.2016
Photo 888.542.0231

CITY OF ROBSTOWN INLAND PORT

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www.cityofrobstown.com

CITY OF ROBSTOWN INLAND PORT

15 Acres

ready has water and electrical infrastructure

access to rail and highway

located across from the Nueces County Airport



COTTON COMMUNITY PARTNERSHIP



The Cotton Community Partnership (CCP) is the recently created 501(c)(3).

- The CCP was created with the purpose of instilling civic pride to the citizens of the community.

All funds raised are 100% donations from our local businesses and citizens, as well as our community partners.

The money raised has helped put on events such as the 1st Annual Robe Art Blitz, the 32nd Annual Cottonfest, and we will be hosting our 2nd Annual Winter Wonderland.

TOMORROW AND BEYOND

Retro-Branding

- What is it?
- Where are we headed?
- Where are we lacking?
- How will we get there?
- Diversification
- Advertising/Promotion



Wel come t o Robst own!

We ar e Open f or Bu siness!



DATE: November 15, 2016

TO: Port Commission

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

**Award Workers' Compensation Insurance and Claims Management Services
Contract to Texas Mutual Insurance and Scarbrough, Medlin & Associates Inc.
in the Amount of \$92,530**

SUMMARY: Staff recommends approval of the selection of Texas Mutual Insurance and Scarbrough, Medlin & Associates, Inc. for Workers' Compensation Insurance and Claims Management Services in the amount of \$92,530. The current Workers' Compensation Policy expires on January 1, 2017.

On September 2, 2016, a Request for Proposals (RFP) was issued with an emphasis on experience in providing first dollar workers' compensation insurance coverage, claims adjusting/management, bill review services, customer service and pricing. Three proposals were received from; 1) Texas Municipal League Intergovernmental Risk Pool (TML), 2) Texas Political Subdivisions (TPS) and McGriff, Seibels & Williams of Texas, and 3) Texas Mutual Insurance and Scarbrough, Medlin & Associates Inc. Proposals were evaluated by a committee comprised of internal staff and Carlisle Insurance.

The Texas Mutual Insurance proposal offered the lowest cost, of the three proposals. Staff presented the Audit Committee their recommendation for Texas Mutual Insurance/Scarbrough, Medlin & Associates, Inc. to provide Workers' Compensation Insurance and Claims Management Services, as it offers the lowest and best value to the PCCA.

BACKGROUND: The PCCA has placed Workers' Compensation insurance with TML for approximately fifteen years through an interlocal agreement. Historically, TML has kept premiums lower than other markets. Although their pricing has been competitive, TML lacks the ability to provide an on-line claims management system to clients, which effects customer service and claims management. Texas Mutual Insurance provides an on-line claims management system, a quality assurance plan and all other required services and coverage. Texas Mutual Insurance is well-qualified to service PCCA, as they insure approximately 40% of the entire workers' compensation marketplace and workforce in Texas.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This item is in compliance with the Procurement policy.

EMERGENCY: No, however, the current Workers' Compensation Policy expires January 1, 2017.

FINANCIAL IMPACT: The proposed pricing of Texas Mutual Insurance is \$32,615 less than the current premium of \$125,145.

STAFF RECOMMENDATION: Staff recommends award of contract to Texas Mutual Insurance and Scarbrough, Medlin & Associates, Inc. to provide Workers' Compensation Insurance and Claims Management Services in the amount of \$92,530.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS: None



DATE: November 15, 2016

TO: Port Commission

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

Award a Construction Contract in the Amount of \$23,211,000 to Weeks Marine, Inc., the Lowest and Best Bidder Based on Bids Received on November 8, 2016, for the Tule Lake Lift Bridge Foundation Removal project.

SUMMARY: Staff requests award of a construction contract to Weeks Marine, Inc. for the Tule Lake Lift Bridge Foundation Removal project. On November 8, 2016, we received three responses to our Notice to Bidders (see attached Bid Tabulation). Weeks Marine, Inc. submitted the lowest and best Evaluated bid at \$23,469,750.

BACKGROUND: The Tule Lake Lift Bridge center span and two support tower structures were removed in 2008, but the bridge foundations and fendering systems still remain. Given the remaining structures' close proximity to the narrow 200' wide channel that exists between the fender system, the narrowest of over 35 nautical miles of the Corpus Christi Ship Channel, there is an increased potential for an allision and a restriction from widening the ship channel to better accommodate increasing vessel sizes transiting the inner harbor.

The project scope of work includes the complete removal of the north and south bridge abutments and the bridge fendering systems and the partial removal of the north and south bridge main pier structures and their supporting piles above elevation -68' MLT (mean low tide). Additive Bid Item #1 was included in the contract documents for the added cost to completely remove both the north and south bridge pier structures, that is the remaining portions of the piles below elevation -68' MLT. Also included in the Base Bid is dredging a 1,200' reach of the ship channel to widen the channel from 200' to 300' and to deepen to -47' MLT. See attached exhibits.

In addition, the bid documents included two unit cost bid items. Additive Bid Item #2 is for cutting the removed timber fender pile remnants from the Base Bid required 20' lengths into shorter 4' lengths. The original bridge fendering system consisted of timber piles, and it is likely that many of the older creosote treated timber pile remnants remain below the mudline. Prior to disposal of these remnants, the pile timbers will be tested to determine whether the level of remaining creosote treatment is hazardous. If non-hazardous, the contractor must cut the timber piles into lengths no longer than 20 feet and place into containers for transport to the landfill; if testing comes back as hazardous, the piles will

be cut up into lengths no greater than 4 feet, placed into containers, and transported to a different landfill that will accept this classification of material.

The other unit price item, Additive/Deductive Bid Item #1, is for payment of allowable over-depth dredging of the ship channel widening portion of the project. Should actual dredge volumes exceed volumes projected and provided in the Base Bid, including material volumes dredged between the required dredge depth of -47' MLT and -49' MLT, additional payment to the contractor is made per the unit cost additive/deductive bid item.

To evaluate the bids to determine the lowest and best bid for the PCCA, an evaluated bid format was used that included a combination of the base bid, theoretical added quantities for Additive/Deductive Bid Item #1 and Additive Bid Item #2 and a theoretical bid reduction for the number of calendar days bid less than the maximum (540 days) allowed under the contract (multiplied by a rate of \$1,000/calendar day).

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: This originally projected \$18 million project included \$12,025,000 in the 2016 Engineering budget for construction associated activities.

STAFF RECOMMENDATION: Weeks Marine, Inc. submitted the lowest and best Evaluated Bid at \$23,469,750. Located in Houston, Texas, Weeks Marine, Inc. has been in the marine and dredging business for eighty-two years (twenty-nine as Weeks Marine, Inc.). Though this will be the PCCA's first contract with Weeks Marine, Inc., the company has a sound reputation within the industry.

Staff recommends award of a contract to Weeks Marine, Inc. in the amount of \$23,211,000 for the Base Bid. In addition, staff recommends acceptance of Additive Bid Item #2 for cutting timber piles into 4' lengths at a rate of \$375 per 20' pile and Additive/Deductive Bid Item 1 at \$11/CY for adjustments in dredge volumes. Staff further recommends that the Director of Engineering Services be authorized a 3% contingency should it be required. This project will be completed within 540 calendar days.

DEPARTMENTAL CLEARANCES:

Originating Department Engineering Services

Reviewed & Approved	David Krams Dave Michaelson
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:

Map Exhibit
Bid Tabulation



**BID TABULATION FOR
TULE LAKE LIFT BRIDGE FOUNDATION REMOVAL
PROJECT NO. 07-046C
Bid Opening: November 8, 2016 at 2:00 PM**

Company Name	Bid Bond or Check	Base Bid ^A	Additive Bid Item 1 ^B (Optional Bid Item)	Additional Calendar Days for Additive Bid Item 1 (Optional Bid Item)	Additive Bid Item 2 ^C	Additive/Deductive Bid Item 1 ^D	Evaluated Bid ^E	Qualification Statement Y/N	Time of Delivery* (Not to exceed 540 calendar days)	Work Plan Y/N	Addendum No 1	Staff's Recommended Award: Base Bid (+ Add Bid Item 2 + Add/Ded Bid Item 1)
Weeks Marine, Inc.	5%	\$23,211,000.00	No Bid	N/A	\$375.00/20' Pile	\$11.00/CY	\$23,469,750.00	Y	540	Y	X	\$23,211,000.00
Orion Marine Construction Inc.	5%	\$26,930,222.00	No Bid	N/A	\$310.00/20' Pile	\$11.00/CY	\$27,172,722.00	Y	540	Y	X	\$26,930,222.00
Bo-Mac Contractors, LTD	5%	\$27,954,797.00	\$900,000.00	0	\$25.00/20' Pile	\$12.65/CY	\$28,150,797.00	Y	540	Y	X	\$27,954,797.00

*In calendar days

^A BASE BID: Base Bid includes complete removal and disposal of North and South bridge abutments and piles, pier caps, pier piles (above -68.0 ft. MLT), fendering systems, and widening the channel to 300 ft. by dredging to a depth of -47.0 ft. MLT. This is a lump sum bid item.

^B ADDITIVE BID ITEM 1: (Option Bid Item) Additive Bid Item 1 includes the guaranteed complete removal of all North and South pier structure and piles below -68.0 ft. MLT ("full depth") to complete the removal of all bridge structure from the site. This is a lump sum bid item.

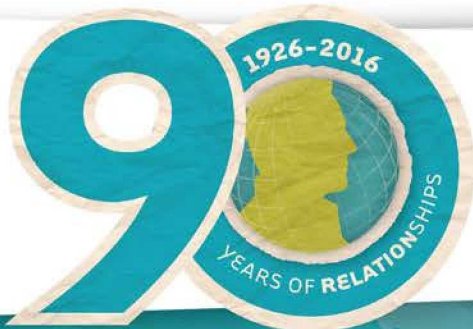
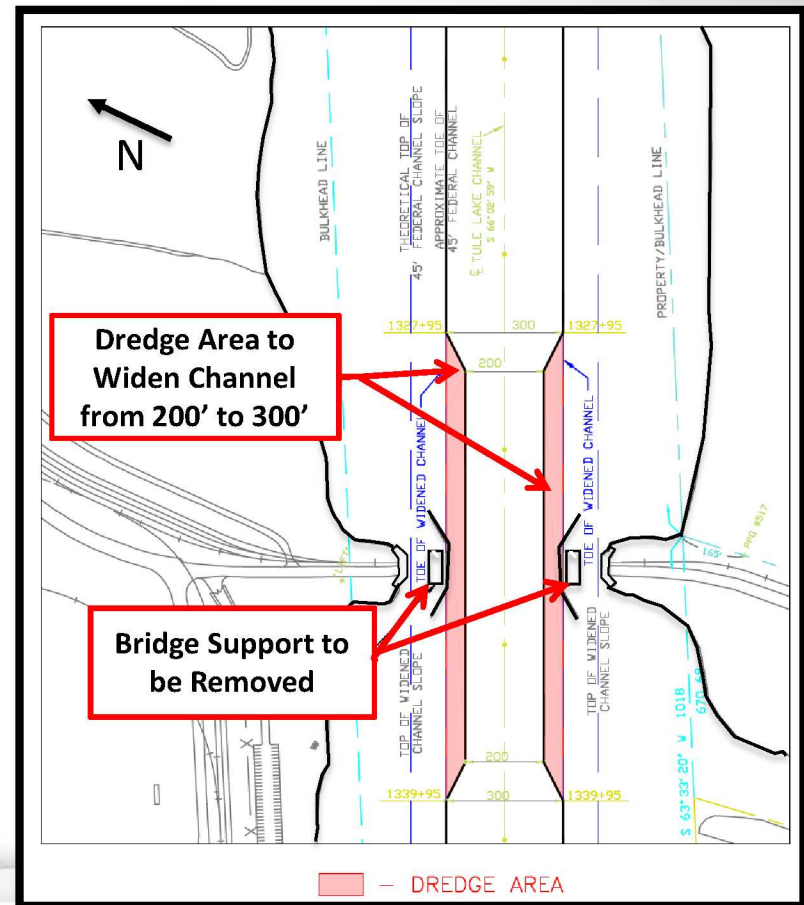
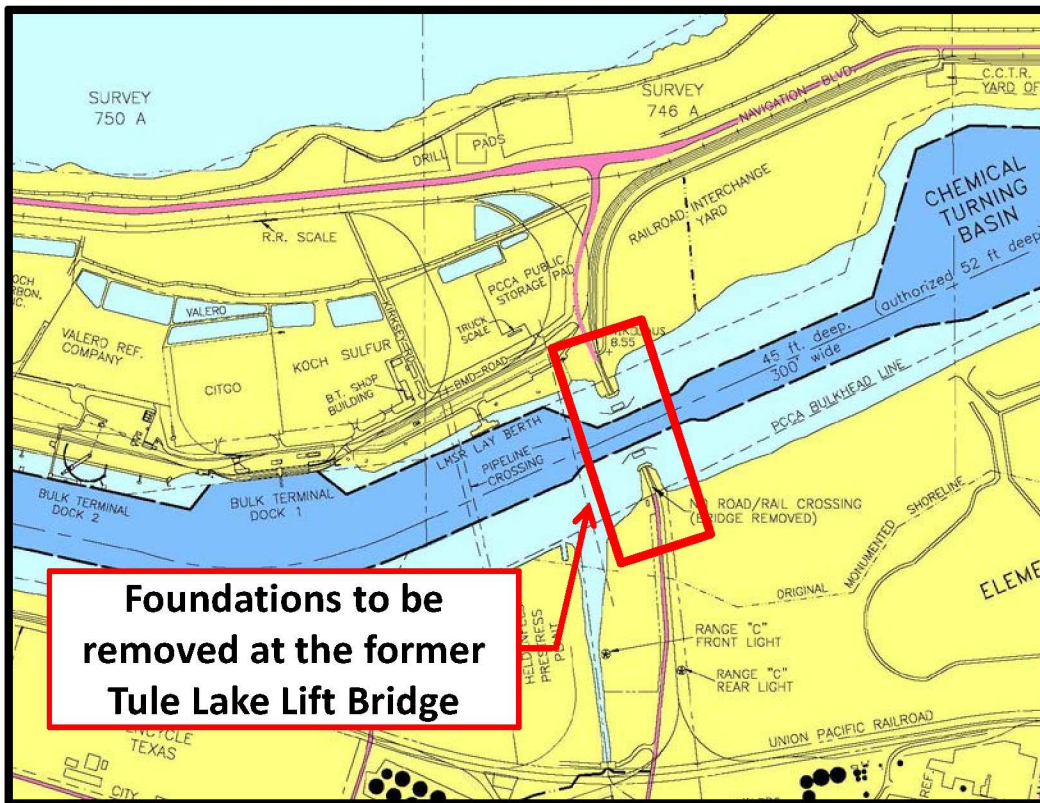
^C ADDITIVE BID ITEM 2: Additive Bid Item 2 includes the cutting of the 20 ft. long timber piles into lengths no longer than 4 ft. long pieces and loading, hauling and trucking for disposal at U. S. Ecology in Robstown TX. Refer to Technical Specification 02 41 00. This is a Unit Rate bid item.

^D ADDITIVE/DEDUCTIVE BID ITEM 1: Dredging Unit Cost Adjustment

^E EVALUATED BID ITEM: To rate the bids on an equitable basis and provide the most value to the PCCA, the bids will be evaluated using the following formula. Bidder must complete this formula. Base Bid (Total Lump Sum for Bid Item A) \$ _____ + (250 EA x \$ _____ /EA (Additive Bid Item 2 Unit Rate)) + (15,000 CY x \$ _____ /CY (Additive/Deductive Bid Item 1 Unit Rate)) - ((540 CD (Max Days) - _____ CD (Bid Item K)) x \$1,000/day) = _____ Total Evaluated Bid

Read By: Dave Michaelsen, P.E. _____
 Tabulated By: Lynn Angerstein _____
 Checked & Prepared By: Lucy Betancourt _____
 Date: 11/08/2016 _____

Tule Lake Lift Bridge Foundation Removal



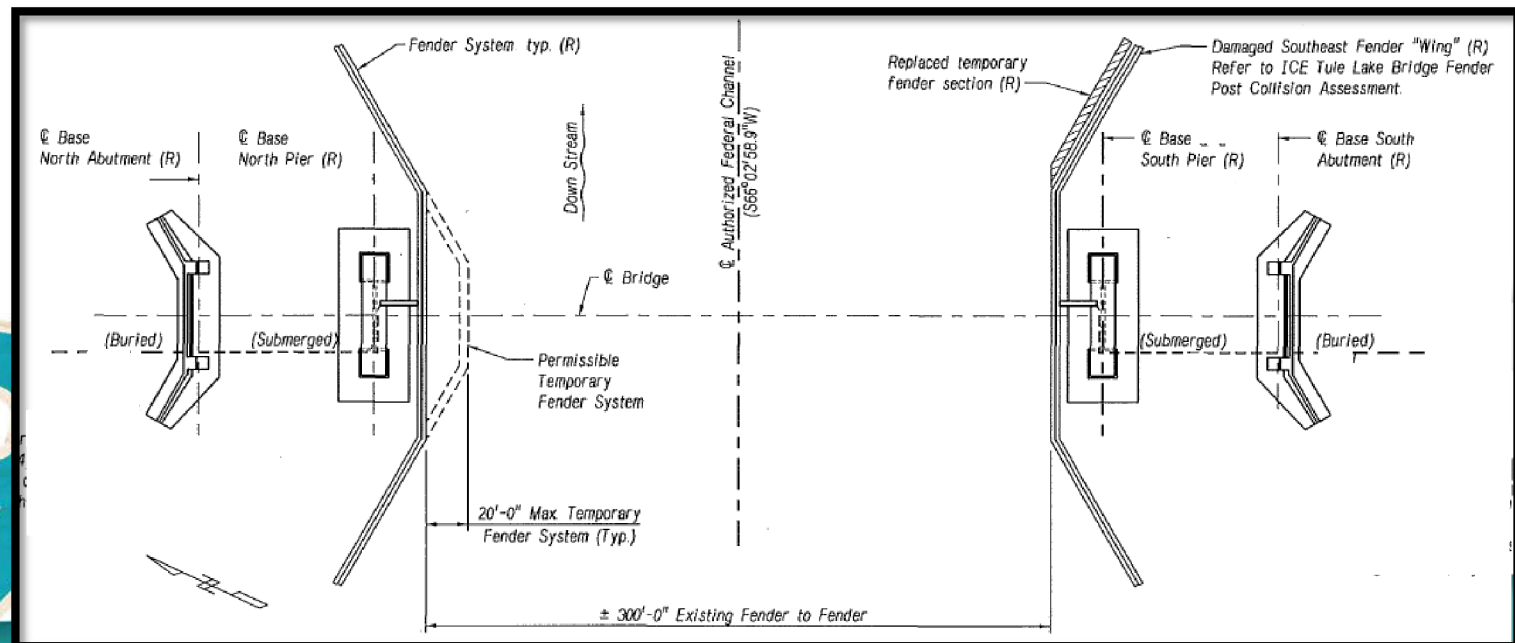
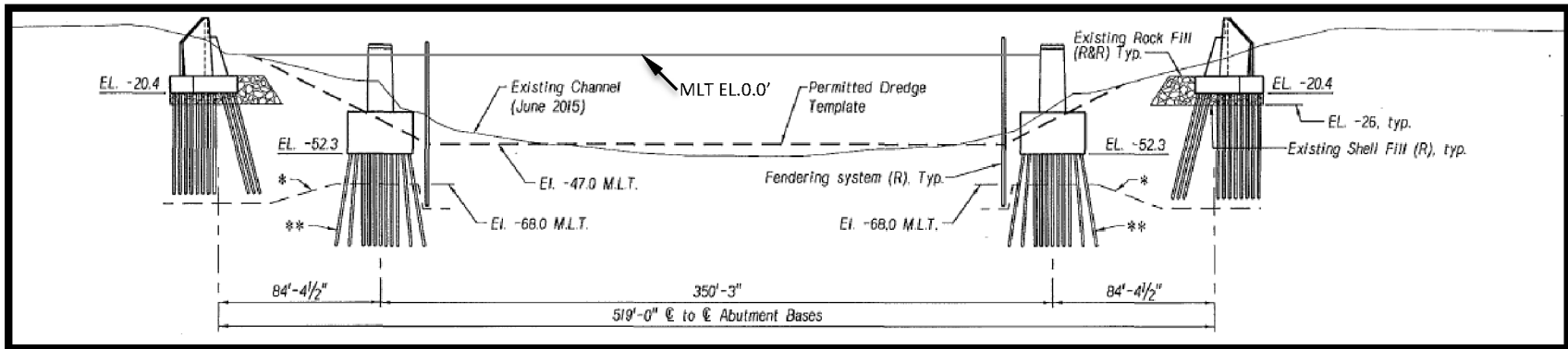
Tule Lake Lift Bridge Foundation Removal

Base Bid:

Remove all remnants of fenders, remnants of abutments, buried/submerged cables, and all pier and pier piles above EL.-68.0' MLT.

Additive Bid Item 1:

Remove pier piles below EL.-68.0' MLT.



DATE: November 15, 2016

TO: Port Commission

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

Award a Construction Contract in the amount of \$1,924,659 to Russell Marine, LLC, the Lowest and Best Bidder Based on Bids Received on November 4, 2016, for the Upgrades and Repairs to Bulk Dock 2 Marine Structures Project.

SUMMARY: Staff recommends the award of a construction contract to Russell Marine, LLC, for maintenance construction and repairs to the marine structures located at the Bulk Dock 2. On November 4, 2016, we received two responses to our Notice to Bidders (see Bid Tabulation). Russell Marine, LLC, submitted the lowest and best bid in the amount of \$1,924,659.

BACKGROUND: Bulk Dock 2, the waterfront dock facility that supports the radial ship loader crane and was designed to load ships up to 100,000 DWT, was constructed in 1985. While additional breasting and mooring structures have been added since to better accommodate the shifting of vessels at the dock, the only significant improvements to the marine structures have been to perform maintenance painting and install corrosion protective wraps on the intertidal zone of the structure's supporting steel pipe piles. In 2014, above and below water inspections of Bulk Dock 2 revealed the need to provide upgrades and repairs to the dock to address moderate to severe wear of the existing fendering system components, cracks in the concrete pile caps that support the radial crane, widespread deterioration and mechanical damage on the protective wraps installed on the piles, and advancing corrosion of the steel support piles both above and below the waterline.

In July 2015, the Port Commission approved a Service Order with CH2M Hill Engineers, Inc., to provide engineering services to perform additional inspections, analysis, and develop contract documents for the repairs. Final design for this project began was initiated late 2015.

This construction contract will restore the adversely impacted components of the waterfront facility to a satisfactory condition after years of wear and tear from servicing large ships and barges at the dock. This work includes upgrading ship breasting structures with new rubber fender elements and panels, as well as providing much

needed minor to moderate concrete repairs, metal accessories updates and replacements, repairing a cracked concrete outfall, and restoring eroded sections of revetment designed to protect the shoreline. And, while not included in the original budget for the project, the contract includes removing two steel multi-pile barge breasting/mooring structures with two new steel mono-pile structures after inspections revealed major deterioration.

The most complex aspect of this contract will be addressing a portion of the radial trestle, which supports the ship loader crane, originally built to be temporary but has since become a necessary component for maintenance of the equipment. The piles supporting this section of trestle are under-designed and exhibiting advanced corrosion and need to be upgraded to provide adequate support for this portion of the trestle. This will be accomplished by replacing the existing piles and caps with new stronger piles and by removing the existing temporary piles and caps.

The contract was structured with a Base Bid to include all aspects of construction with the exception of the shoreline revetment repairs. The shoreline revetment repairs were included as Additive Bid Item 1, since this work was not originally budgeted and not as critical as the work scoped in the Base Bid. Additive Bid Item 2 was included for standby time for the contractor, should the contractor not be afforded the contractual outage days on the dock to complete this work, should they be needed during construction.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is included in the 2016 Budget. In addition, the project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs).

EMERGENCY: No.

FINANCIAL IMPACT: This \$1,125,000 project was included in the 2016 budget with construction anticipated in 2016 and 2017. Bids exceeded the budget primarily due to the inclusion of replacing two barge mooring/breasting structures (approximately \$446,000) and for the work associated with the upgrading the radial trestle (approximately \$489,000).

STAFF RECOMMENDATION: Staff recommends the contract be awarded to Russell Marine, LLC, in the amount of \$1,924,659 for the Base Bid. Staff also recommends award of Additive Bid Item 2 (standby charges of \$5,000/day) should it be required during the project. Staff does not recommend award of Additive Bid Item 1, due to its cost, and will review other options in making improvements to the shore protection and re-bid this portion of the project at a later date. Staff further recommends that the Director of Engineering Services 6% contingency in accordance with the PCCA's standard contingency guidelines for marine and rehabilitation projects and, in addition, be granted

an additional \$25,000 allowance (standby for five days) for Additive Bid Item 2 should it be needed during the project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelsen
	Eileen Mink
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:

Map Exhibit
Bid Tabulation



**BID TABULATION FOR
UPGRADES AND REPAIRS TO BULK DOCK 2 MARINE STRUCTURES
PROJECT NO. 15-035A
Bid Opening: November 4, 2016 2:00 PM**


Company Name	Bid Bond or Check	Base Bid ^A		Additive Bid Item 1 ^C		Additive Bid Item 2 ^D	Addendum No. 1
		Amount	Option ^B A) Replace B) Repair	Amount	Additional Calendar Days		
Russell Marine, LLC	5%	\$1,924,659.00	A	\$607,700.00	90	\$5,000/day	x
Orion Marine Construction, Inc.	5%	\$2,834,101.00	A	\$483,046.00	30	\$21,325/day	x

^A **BASE BID:** Scope of work occurring at Bulk Dock 2 generally includes removing two existing breasting dolphins and installing two new monopile barge breasting structures, replacing existing ship fender systems, installing intertidal corrosion protection pile wraps, replacing timber bumpers, repairing or installing five new steel pile caps and ten steel piles, performing concrete repairs, replacing corroded metal accessories, including hardware, ladders, and steel HDG-steps, repairing one concrete outfall, and repairing articulating concrete revetment. Project will be complete within 240 calendar days.

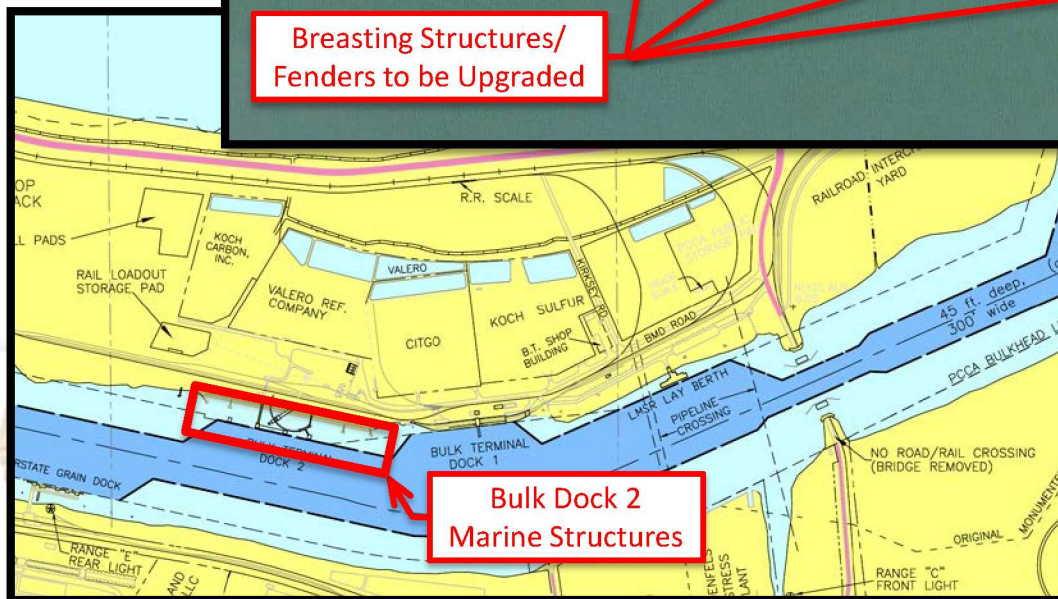
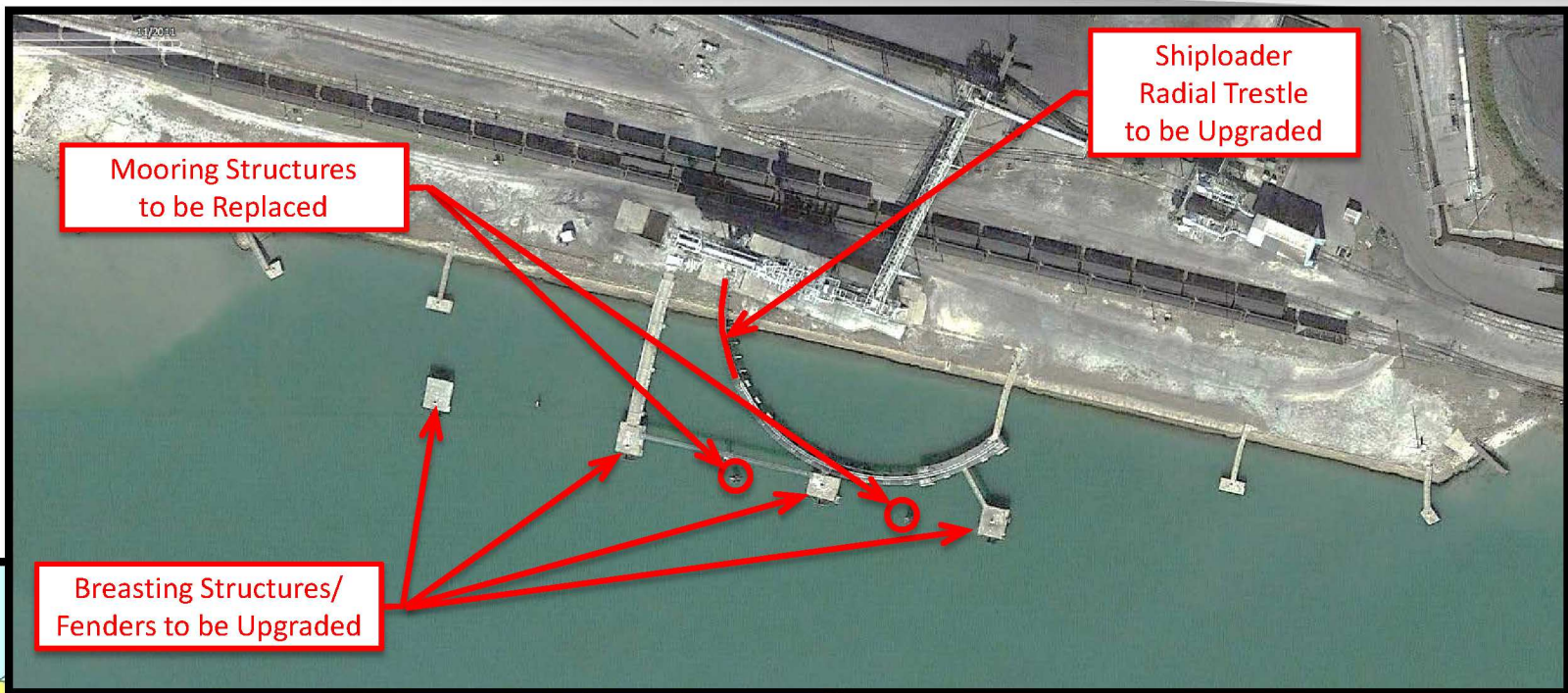
^B **TRESTLE PILE OPTION:** A) Replace B) Repair

^C **ADDITIVE BID ITEM 1:** Repair approximately 2,300 SY of articulating concrete revetment by either replacing with new sections of like mats, overlapping sections of new like mats, or removing and replacing damaged blocks. Shall also include filling depressed slope with stabilized fill base to design grade

^D **ADDITIVE BID ITEM 2:** Standby Charges

Read By: Lynn Angerstein _____
 Tabulated By: Eileen Mink  _____
 Checked & Prepared By: Lucy Betancourt _____
 Date: 11/04/2016 _____

Upgrades and Repairs to Bulk Dock 2 Marine Structures



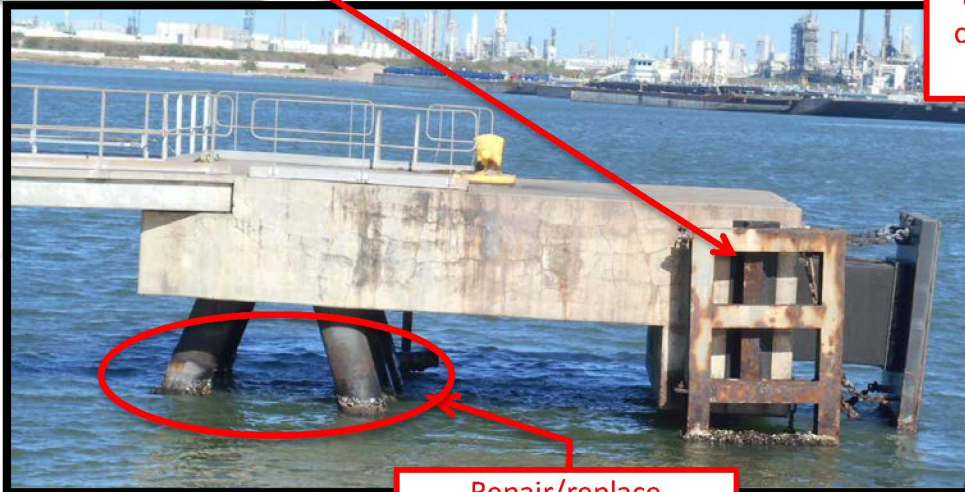
Upgrades and Repairs to Bulk Dock 2 Marine Structures



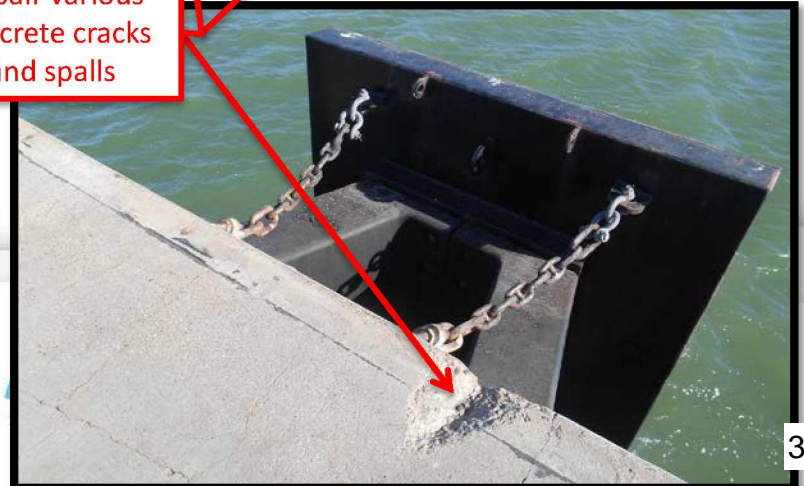
Upgrade
fendering system



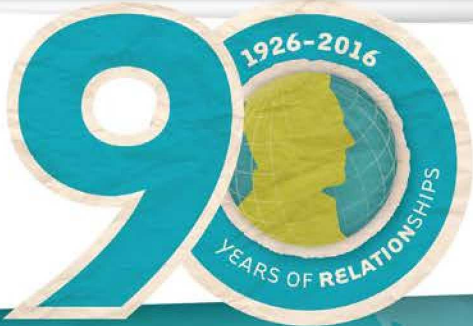
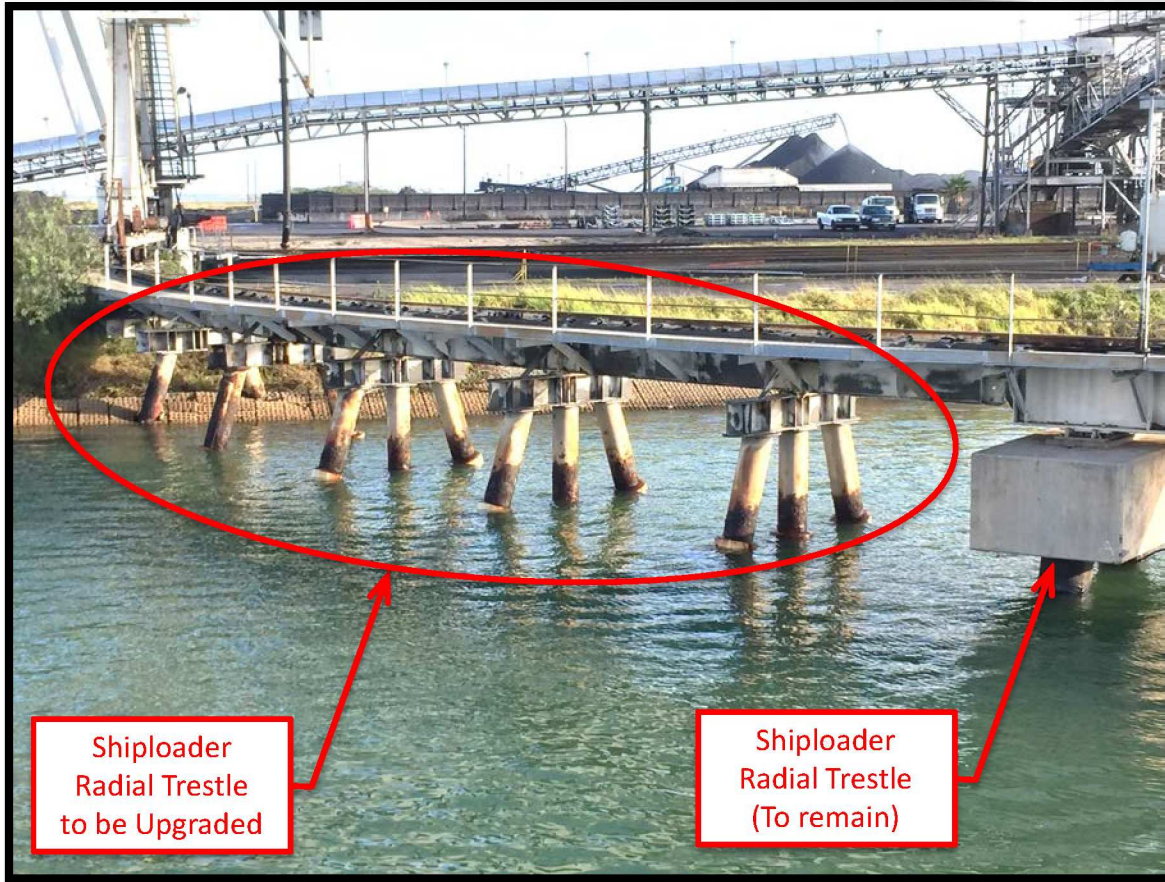
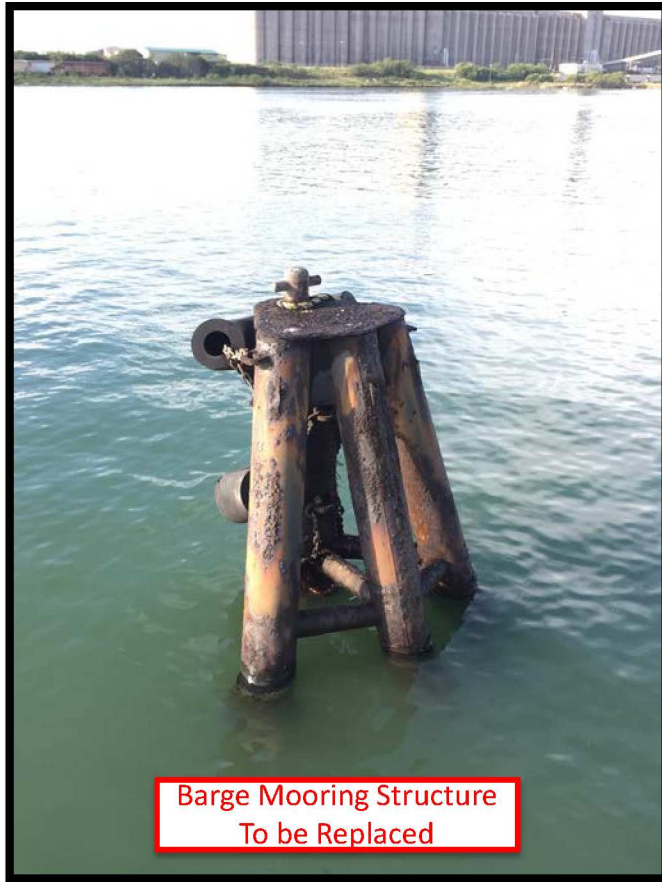
Repair various
concrete cracks
and spalls



Repair/replace
intertidal pile wraps
and install anodes



Upgrades and Repairs to Bulk Dock 2 Marine Structures





DATE: November 15, 2016

TO: Port Commission

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

Award a Construction Contract in the Amount of \$273,238.11 to JM Davidson Ltd., the Lowest and Best Bidder Based on Bids Received on October 27, 2016, for the General Improvements to Oil Dock 6.

SUMMARY: Staff requests award of a construction contract to JM Davidson Ltd., for the General Improvements to Oil Dock 6 project. On October 27, 2016, we received two responses to our Notice to Bidders (see attached Bid Tabulation). JM Davidson Ltd. submitted the lowest and best bid at \$273,238.11 for the Base Bid.

BACKGROUND: Oil Dock 6 was constructed in 1974, and other than some recent upgrades to the dock fendering system, the dock has generally not been updated nor required significant maintenance. However, as a result of recent staff inspections, a project was included in the 2016 to perform general improvements and repairs on this aging facility primarily utilized by Valero for loading gas oil. In addition, early in 2016, an electrical area classification compliance audit was performed, validating the need to make upgrades/replacements of certain electrical equipment and appurtenances.

Work under this contract generally includes replacing much of the original electrical equipment, replacing doors and windows and adding air conditioning to the dock house, and performing miscellaneous repairs to the dock structures.

The proposed electrical and dock house improvements were developed and designed by Colwell Associates while the marine maintenance and repairs portion of the scope of work, including minor concrete dock repairs, rehabilitation of breasting/mooring structures, and installation of underwater cathodic protection, was developed and designed in-house by PCCA staff.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is included in the 2016 Budget and conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs).

EMERGENCY: No.

FINANCIAL IMPACT: The 2016 Engineering budget included \$200,000 for construction associated with this project.

STAFF RECOMMENDATION: Staff recommends the award of a construction contract to JM Davidson Ltd. in the amount of \$273,238.11 for the Base Bid. In addition, staff recommends acceptance of Additive Bid Item 1 in the amount of \$3,200.00 per day for the contractor's daily standby charge should the contractor not be afforded the contractual dock outage days on the dock to complete this work, should they be needed during construction. Staff further recommends that the Director of Engineering Services be authorized a 14% contingency should it be required. The 14% contingency is 5% greater than the typical 9% used in accordance with the PCCA's standard contingency guidelines for marine projects. The additional 5% will cover charges for approximately four days of standby time should the funds be needed for this purpose.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelsen Jacob Morales
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:

Map Exhibit
Bid Tabulation



DRAFT

GENERAL IMPROVEMENTS TO OIL DOCK 6
PROJECT NO. 15-030A
Bid Opening: October 27, 2016 at 2:00 PM

Company Name	Bid Bond or Check	Base Bid	Additive Bid Item 1 ^B
JM Davidson Ltd.	5%	\$273,238.11	\$3200/Day
Division 16 Construction Corporation	5%	\$297,478.03	\$5000/Day

^A BASE BID: Scope of work generally consists of replacing electrical equipment and associated service; replacing windows, and a door; performing minor masonry unit repairs, installing an air conditioning unit, and painting of structure for the dock house building at Oil Dock 6. Work will also include installation of new dock light pole with fixtures and marine rehabilitation of breasting structures. The work is required to be complete within 120 calendar days per the contract.

^B ADDITIVE BID ITEM 1: Standby Charges

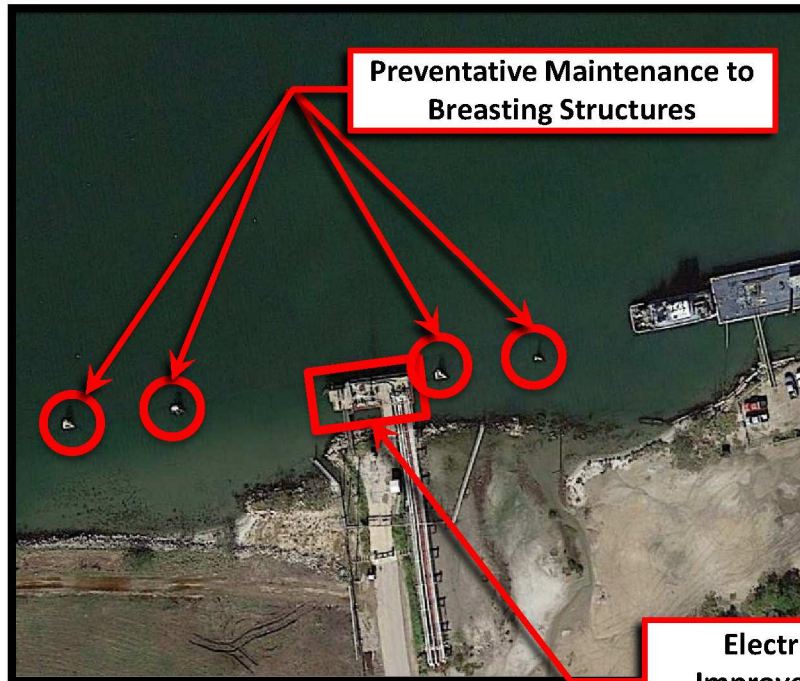
Read By: Lynn Angerstein

Tabulated By: Jacob Morales, P.E.

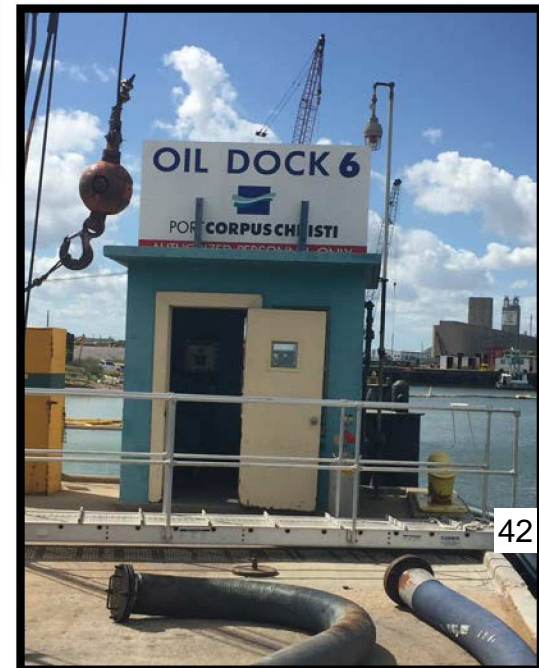
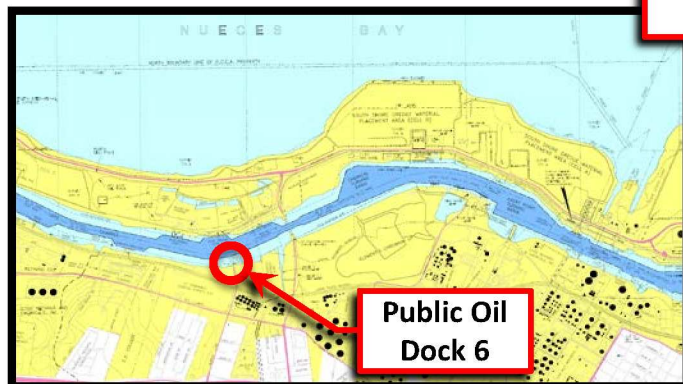
Checked & Prepared By: Lucy Betancourt

Date: 10/27/2016

General Improvements to Oil Dock 6



Electrical Upgrades & General Improvements to Dock House and Dock Face Concrete Repairs



DATE: November 15, 2016

TO: Port Commission

FROM: Sean Strawbridge
Strawbridge@pocca.com
(361) 885-6133

Approve the Assignment of three PCCA real estate leases and a number of PCCA pipeline easements to NuStar Logistics, L.P., and other agreements in connection with the sale of Martin Operating Partnership L.P.'s Terminalling Assets located in the Inner Harbor Area to NuStar Logistics, L.P.

SUMMARY: Martin Operating Partnership L.P. ("Martin") is selling its terminalling assets located in the Inner Harbor Area to NuStar Logistics, L.P. ("NuStar") (the "Transaction"). The Transaction involves the assignment of three PCCA leases and a number of PCCA pipeline easements to NuStar. Martin has requested PCCA's consent to these assignments, along with certain corrective actions described below. Staff recommends your approval of Martin's requests.

BACKGROUND: On October 14, 2016, Martin entered into a definitive agreement with NuStar to sell Martin's terminalling assets located in the Inner Harbor Area of the Port of Corpus Christi Authority to NuStar (the "Transaction"). As part of the Transaction, Martin desires to assign to NuStar its rights under the following PCCA lease agreements and easements:

1. Lease Agreement between Martin and PCCA dated May 19, 2011 ("Tank Farm Lease") for 10 acres of land located on the north side of the Inner Harbor between the Joe Fulton Corridor and PCCA's Dredge Material Placement Area #1 ("Tank Farm Lease"). A map of this property is attached as Exhibit A. Martin intends to assign the Tank Farm Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE, and requests that PCCA consent to this assignment by approving the Landlord's Consent to Assignment of Lease attached as APPENDIX ONE.
2. Lease Agreement between Martin and PCCA dated May 14, 2013 for Cargo Dock 10 ("Cargo Dock 10 Lease"). A map of this property is attached as Exhibit B. Martin intends to assign the Cargo Dock 10 Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE, and

requests that PCCA consent to this assignment by approving the Landlord's Consent to Assignment of Lease attached as APPENDIX TWO.

3. Lease Agreement between Martin and PCCA dated June 1, 2016 for new Oil Dock 15 ("Oil Dock 15 Lease"). A map of this property is attached as Exhibit C. Martin intends to assign the Oil Dock 15 Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE, and requests that PCCA approve the form of the assumption agreement in this assignment by approving the Landlord's Approval of Assumption Agreement attached as APPENDIX THREE.
4. The various pipeline easements and right-of-way agreements granted to Martin and Martin's predecessors in interest covering Martin's pipelines shown on the map attached as Exhibit D ("Martin's Pipeline Easements"). Martin intends to assign the Martin Pipeline Easements to NuStar in accordance with the Assignment of Assigned Easements attached as SCHEDULE TWO, and requests that PCCA consent to these assignments by approving the Landlord's Consent to Assignment of Pipeline Easements attached as APPENDIX FOUR.

When PCCA agreed to lease 10 acres to Martin for the Tank Farm, Martin agree to sell 10 acres of land to PCCA out of Martin's Corpus Christi Barge Terminal 25.5556-acre tract. A map of this 10-acre tract is attached as Exhibit E ("10-Acre Tract"). When Martin conveyed the 10-Acre Tract to PCCA by Special Warranty Deed dated February 12, 2014 ("Martin Deed") they failed to reserve (i) a pipeline easement for the easternmost 325 feet of the "yellow" pipeline shown on Exhibit D, or (ii) a utility easement for utilities crossing the 10-Acre Tract to Martin's remaining Corpus Christi Barge Terminal property.

Martin is requesting an amendment to PCCA's pipeline easement originally granted to Coastal Liquids Partners L.P., effective as of March 17, 2004, to provide for an extension of the pipeline easement approximately 325 feet to the east across the 10-Acre Tract. A copy of the proposed amendment to the pipeline easement is attached as APPENDIX FIVE ("Amendment to Pipeline Easement"). Martin is also requesting PCCA's approval of a correction deed ("Correction Deed") for the Martin Deed that would reserve a utility easement sufficient to cover the utilities crossing the 10-Acre Tract to Martin's remaining property. A copy of the Correction Deed is attached as APPENDIX SIX.

FINANCIAL IMPACT: Staff views the Transaction as revenue neutral to PCCA.

STAFF RECOMMENDATION: Staff recommends the following:

- A. Approval of the Landlord's Consent to Assignment of Lease attached as APPENDIX ONE, which is PCCA's consent to Martin's assignment of the Tank

Farm Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE.

- B. Approval of the Landlord's Consent to Assignment of Lease attached as APPENDIX TWO, which is PCCA's consent to Martin's assignment of the Cargo Dock 10 Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE.
- C. Approval of the Landlord's Approval of the Assumption Agreement attached as APPENDIX THREE, which is in effect PCCA's approval of Martin's assignment of the Oil Dock 15 Lease to NuStar in accordance with the Assignment of Lease attached as SCHEDULE ONE.
- D. Approval of the Landlord's Consent to Assignment of Pipeline Easements attached as APPENDIX FOUR, which is PCCA's consent to Martin's assignment of Martin's Pipeline Easements to NuStar in accordance with the Assignment of Assigned Easements attached as SCHEDULE TWO.
- E. Approval of the Amendment to Pipeline Easement attached as APPENDIX FIVE to extend the pipeline easement approximately 325 feet to the east across the 10-Acre Tract.
- F. Approval of the Correction Deed attached as APPENDIX SIX to reserve a utility easement sufficient to cover the utilities crossing the 10-Acre Tract to Martin's remaining property.

Staff further recommends that the Executive Director be authorized to execute the foregoing agreements of behalf of PCCA in substantially the form presented to the Commission at this meeting, and that the Executive Director be authorized to execute any and all other documents he deems appropriate to effectuate the purposes of the foregoing agreements.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge

ATTACHMENTS:

EXHIBITS A THRU D
SCHEDULES ONE AND TWO
APPENDICES ONE THRU SIX

EXHIBIT A

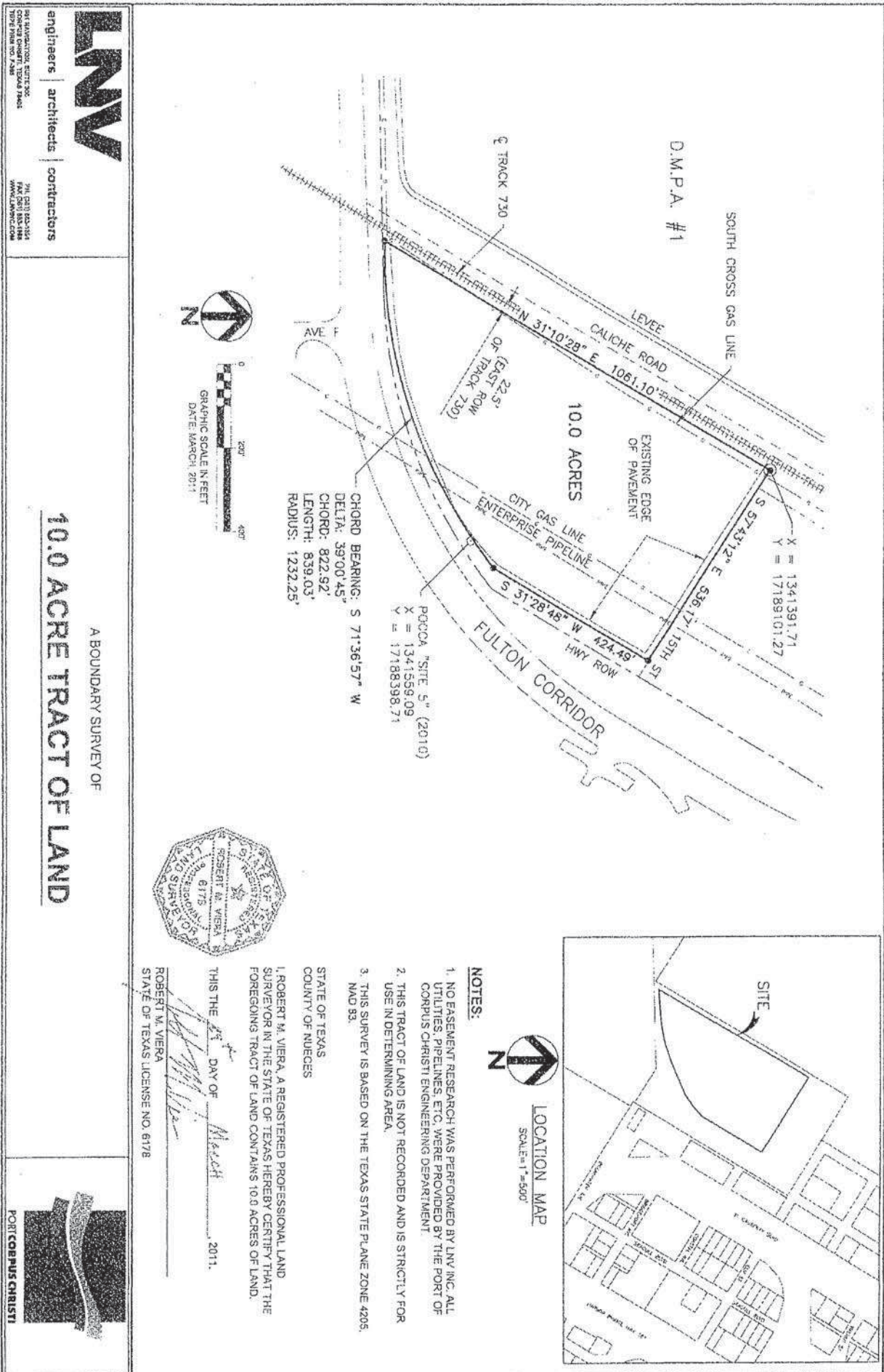
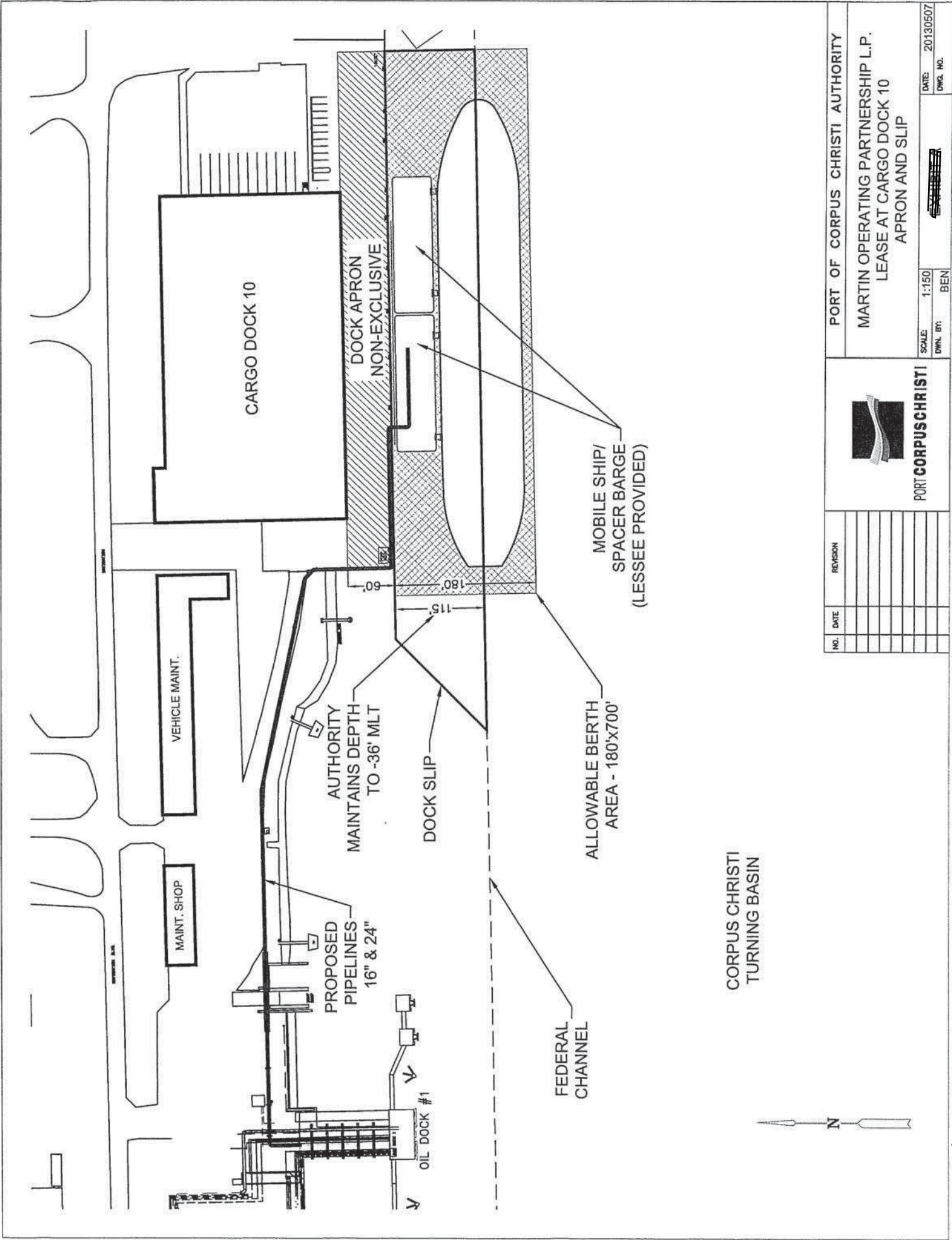


EXHIBIT B



NO.		DATE	REVISION	PORT OF CORPUS CHRISTI	
				 PORT CORPUS CHRISTI	
				PORT OF CORPUS CHRISTI AUTHORITY	
				MARTIN OPERATING PARTNERSHIP L.P.	
				LEASE AT CARGO DOCK 10	
				APRON AND SLIP	
				SCALE: 1:150	DATE: 20130507
				DWN. BY: BEN	DWG. NO.





SCHEDULE ONE

FORM OF ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE¹²

THIS ASSIGNMENT OF LEASE (this “**Assignment**”) is made and entered into as of the ____ day of _____, 201__, by and between Martin Operating Partnership L.P., a Delaware limited partnership (“**Assignor**”), and NuStar Logistics, L.P., a Delaware limited partnership (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated October 14, 2016 (the “**APA**”), whereby, subject to the terms of the APA, (i) Assignee agreed to buy and Assignor agreed to sell the Purchased Assets of Assignor and (ii) Assignee agreed to assume the Assumed Liabilities (all terms used but not defined in this Assignment have the respective meanings ascribed to such terms in the APA);

WHEREAS, as of this day Assignee has purchased the Purchased Assets, which include that certain Lease Agreement, dated [_____, 20__], between Assignor and the Port of Corpus Christi Authority of Nueces County, Texas (the “**Authority**”) (the “**Lease**”); and

WHEREAS, in conjunction with the conveyance of the Purchased Assets, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to assume and perform certain of Assignor’s liabilities and obligations arising under the Lease, all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest as lessee in and to the Lease and all of the rights, benefits and privileges of lessee thereunder.

2. Assumption. Assignee hereby adopts and assumes all liabilities and obligations of Assignor under the Lease, whether past, present or future, in accordance with the terms of the APA as set forth below.

3. Terms of the APA. The terms of the APA, including but not limited to the representations, warranties, covenants, agreements and indemnities relating to the Lease are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided

¹ Note to Draft: Subject to review and comment by the Authority.

² Note to Draft: There will be one Assignment of Lease for each of the three Real Property Leases. Each Assignment of Lease will be modified to comply with the specific terms and conditions of assignment for such Real Property Lease it covers.

therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

NOTWITHSTANDING ANYTHING HEREIN, THE DELIVERY OF THIS ASSIGNMENT SHALL NOT DIMINISH OR OTHERWISE IMPAIR ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS OR PROVISIONS OF THE APA, AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS AND PROVISIONS CONTAINED IN THE APA SHALL SURVIVE THE DELIVERY OF THIS ASSIGNMENT TO THE EXTENT, AND IN THE MANNER, SET FORTH IN THE APA.

4. Conditions under the Lease. (a) Assignee adopts the Lease and assumes and agrees to perform all of the obligations of the lessee under the Lease. (b) Assignee grants Authority an express first and prior contract lien and security interest in its improvements located upon and property brought into the transferred premises to secure its obligations to the Authority hereunder. (c) Assignor agrees to subordinate any lien, security interest or other rights it has with respect to the Assignee to Authority's statutory lien, contract lien and security interests or other rights under the Lease. (d) Assignee agrees to use the transferred space solely for the purposes permitted under the Lease and otherwise in strict accordance with the Lease.

5. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

6. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[Signature Lines on Following Page]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

ASSIGNOR:

MARTIN OPERATING PARTNERSHIP L.P.,
a Delaware limited partnership

By: Martin Operating GP LLC, its general partner
By: Martin Midstream L.P., its sole member
By: Martin Midstream GP LLC, its
general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

NUSTAR LOGISTICS, L.P.,
a Delaware limited partnership

By: NuStar GP, Inc., its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of Martin Midstream GP LLC, a Delaware limited liability company.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of NuStar GP, Inc., a Delaware corporation.

Notary Public, State of Texas

My Commission Expires: _____

SCHEDULE TWO

FORM OF ASSIGNED EASEMENTS ASSIGNMENT

ASSIGNMENT OF ASSIGNED EASEMENTS¹

THIS ASSIGNMENT OF ASSIGNED EASEMENTS (this “**Assignment**”) is made and entered into as of the __ day of _____, 201_, by and between, Martin Operating Partnership L.P., a Delaware limited partnership (“**Assignor**”), and NuStar Logistics, L.P., a Delaware limited partnership (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 14, 2016 (the “**APA**”), whereby, subject to the terms of the APA, (i) Assignee agreed to buy and Assignor agreed to sell the Purchased Assets of Assignor and (ii) Assignee agreed to assume the Assumed Liabilities (all terms used but not defined in this Assignment have the respective meanings ascribed to such terms in the APA);

WHEREAS, as of this day Assignee has purchased the Purchased Assets, which include the Assigned Easements in Nueces County, Texas between Assignor and the Port of Corpus Christi Authority of Nueces County, Texas (the “**Authority**”) identified on Schedule A attached hereto and made a part hereof (the “**Easements**”); and

WHEREAS, in conjunction with the conveyance of the Purchased Assets, Assignor has agreed to assign all of its right, title and interest in and to the Easements to Assignee, and Assignee has agreed to assume and perform certain of Assignor’s liabilities and obligations arising under the Easements, all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest as grantee or assignee in and to the Easements and all of the rights, benefits and privileges of grantee or assignee thereunder.

2. Assumption. Assignee hereby adopts the Easements and assumes all Liabilities and obligations of Assignor under the Easements in accordance with the terms of the APA as set forth below.

3. Terms of the APA. The terms of the APA, including but not limited to the representations, warranties, covenants, agreements and indemnities relating to the Easements are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided

¹ Note to Draft: Draft subject to review and comment by the Authority.

therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

NOTWITHSTANDING ANYTHING HEREIN, THE DELIVERY OF THIS ASSIGNMENT SHALL NOT DIMINISH OR OTHERWISE IMPAIR ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS OR PROVISIONS OF THE APA, AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS AND PROVISIONS CONTAINED IN THE APA SHALL SURVIVE THE DELIVERY OF THIS ASSIGNMENT TO THE EXTENT, AND IN THE MANNER, SET FORTH IN THE APA.

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[Signature Lines on Following Page]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

ASSIGNOR:

MARTIN OPERATING PARTNERSHIP L.P.,
a Delaware limited partnership

By: Martin Operating GP LLC, its general partner
By: Martin Midstream L.P., its sole member
By: Martin Midstream GP LLC, its
general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

NUSTAR LOGISTICS, L.P.,
a Delaware limited partnership

By: NuStar GP, Inc., its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of Martin Midstream GP LLC, a Delaware limited liability company.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of NuStar GP, Inc., a Delaware corporation.

Notary Public, State of Texas

My Commission Expires: _____

Schedule A²
Easements

Description	Grantor	Date	Real Property Recording Reference
Pipeline Easement	Port of Corpus Christi Authority of Nueces County, Texas	10/11/2011	Not recorded
Easements 14 through 17 listed on Attachment 1 to the Pipeline Easement, as amended by the Correction of Pipeline Easement, from the Port of Corpus Christi Authority of Nueces County, Texas assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P Coastal Liquids Partners, L.P.	3/17/2004 8/12/2004 7/13/2006 8/23/2004	Doc#2004017829 Doc#2004041690 Doc#2006036501 Doc#2005017977

² Schedule to be updated per the Assigned Easements Survey.

The easement depicted on pages 24 through 30 of that certain Correction of Pipeline Easement (which amends that certain Pipeline Easement), from the Port of Corpus Christi Authority of Nueces County, Texas, assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P Coastal Liquids Partners, L.P.	8/12/2004 3/17/2004 7/13/2006 8/23/2004	Doc#2004041690 Doc#2004017829 Doc#2006036501 Doc#2005017977
The easement depicted on pages 4 through 6 of that certain Correction of Pipeline Easement(which amends that certain Pipeline Easement), from the Port of Corpus Christi Authority of Nueces County, Texas, assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P (Not a Closing Consent) Coastal Liquids Partners, L.P. (Not a Closing Consent)	8/12/2004 3/17/2004 7/13/2006 8/23/2004	Doc#2004041690 Doc#2004017829 Doc#2006036501 Doc#2005017977
Pipeline Easement, as assigned to Seller pursuant to: a. Assignment and Assumption Agreement of Easements	Port of Corpus Christi Authority of Nueces County, Texas a. Koch Pipeline Company, L.P.	06/25/1987 a. 11/15/2007	Not recorded a. Doc#2008003365

Pipeline Easement, as assigned to Seller pursuant to: a. Assignment and Assumption Agreement of Easements	Port of Corpus Christi Authority of Nueces County, Texas a. Koch Pipeline Company, L.P.	01/15/1988 a. 11/15/2007	Not recorded a. Doc#2008003365
Right to use land contained in Section 1.1 of that certain Lease Agreement dated May 14, 2013 between Port of Corpus Christi Authority of Nueces County, Texas and Seller	Port of Corpus Christi Authority of Nueces County, Texas	05/14/2013	Not recorded

APPENDIX ONE

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

This Landlord's Consent to Assignment of Lease ("**Consent**") is made and effective as of December 1, 2016, by the Port of Corpus Christi Authority of Nueces County, Texas ("**Landlord**") in favor of Martin Operating Partnership L.P., a Delaware limited partnership ("**Assignor**"). Landlord and Assignor may be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of approximately ten (10) acres of land, more or less, in Nueces County, Texas, which is more particularly described in **Exhibit A** attached hereto ("**Leased Premises**"); and

WHEREAS, Landlord, as lessor, and Assignor, as lessee, entered into a lease agreement on May 19, 2011, covering the Leased Premises ("**Lease**"); and

WHEREAS, the Leased Premises are generally depicted on **Exhibit A-1** attached hereto; and

WHEREAS, by a letter to Landlord dated March 3, 2016, Assignor elected to extend the term of the Lease until May 18, 2021; and

WHEREAS, Assignor wishes to assign all of its rights and obligations as lessee under the Lease to NuStar Logistics, L.P. ("**Assignee**"), and Assignee wishes to accept this assignment of the Lease and assume these obligations on the terms and conditions set forth in the Assignment of Lease attached hereto as **Exhibit B** ("**Assignment of Lease**"); and

WHEREAS, Landlord is willing to consent to this assignment and assumption on the terms and conditions set forth in this Consent and the Lease;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. CONSENT TO ASSIGNMENT. Landlord hereby consents to Assignor's assignment of the Lease to Assignee on the terms and conditions of the Assignment of Lease. Landlord's consent to this assignment shall not constitute consent to any additional or subsequent assignments of the Lease. Assignor shall provide Landlord with a fully-executed copy of the Assignment of Lease promptly after the execution thereof.

2. ASSUMPTION OF RIGHTS AND DUTIES. From and after the effective date of the Assignment of Lease, all rights and duties under the Lease will be assumed by Assignee; provided, however, Assignor shall remain bound to Landlord on the terms and conditions of the Lease notwithstanding the assignment.

3. CONTINUING EFFECTIVENESS OF LEASE. This Consent is made with the understanding that all other terms and conditions of the Lease shall remain in full force and effect, including the prohibition against further assignments and subleases without Landlord's express written consent.

4. ASSIGNOR'S CONTINUING OBLIGATIONS UNDER THE LEASE. Assignor acknowledges and agrees that, notwithstanding the Assignment of Lease, Assignor remains directly and primarily liable for the performance of all of the obligations of the lessee under the Lease, and Landlord

APPENDIX ONE

shall be permitted to enforce the Lease against Assignor or Assignee, or both of them, without prior demand upon or proceeding in any way against any other persons.

5. INTERPRETATION/MODIFICATION. In interpreting the language of this Consent, the Parties shall be treated as having drafted this Consent after meaningful negotiations. The language in this Consent shall be construed as to its fair meaning and not strictly for or against either Party. No amendment, addendum, change, or modification of this Consent shall be valid unless in writing and signed by both Parties.

6. ASSIGNOR'S REPRESENTATION TO LANDLORD. Assignor represents to Landlord that it will receive no rent from Assignee with respect to the Leased Premises or activities thereon after the effective date of the Assignment of Lease.

7. GOVERNING LAW. This Consent shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Consent or the performance thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred by the prevailing party in such litigation, including reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.

8. COUNTERPARTS/ELECTRONIC SIGNATURES. This Consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Consent, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

9. ENTIRE AGREEMENT. This Consent, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

APPENDIX ONE

IN WITNESS WHEREOF, the Parties have executed this Consent as of the date first above written.

LANDLORD

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

By: _____
Name:
Title:

ASSIGNOR

MARTIN OPERATING PARTNERSHIP L.P.

By: Martin Operating GP LLC, its general partner

By: Martin Midstream Partners L.P., its sole member

By: Martin Midstream GP LLC, its general partner

By: _____
Name:
Title:

EXHIBIT A

LVN, Inc.
801 Navigation Blvd., Suite 2000
Corpus Christi, Texas 78408

Field note description for an unrecorded 10.0 acre tract of land situated west of the Joe Fulton Corridor and East of D.M.P.A. #1 situated in Corpus Christ, Nueces County, Texas. **This description is for a tract of land that is not recorded and is strictly for use in determining area.**

Beginning at a point with coordinates based on Texas State Plane Zone 4205 (NAD83) (X=1341391.71 Y=17189101.27) for the most northerly corner of the said 10.0 acre tract of land being more particularly described by metes and bounds as follows;

Thence South 57°-43'-12" East, a distance of 536.17 feet to a point for the most northeasterly corner of the tract herein described;

Thence South 31°-28'-48" West, a distance of 424.49 feet to a point, for an interior corner and the P.C. of a curve to the right of the tract herein described;

Thence with a curve to the right a Chord Bearing of South 71°-36'-57" West, an Arc Length of 839.03 feet, a Radius of 1232.25 feet a Delta Angle of 39°-00'-45" to a point for the most southerly corner and the P.T. of said curve to the right of the tract herein described;

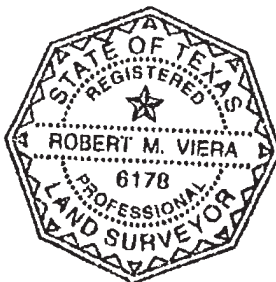
Thence North 31°-10'-28" East, a distance of 1061.10 feet to the Point of Beginning.

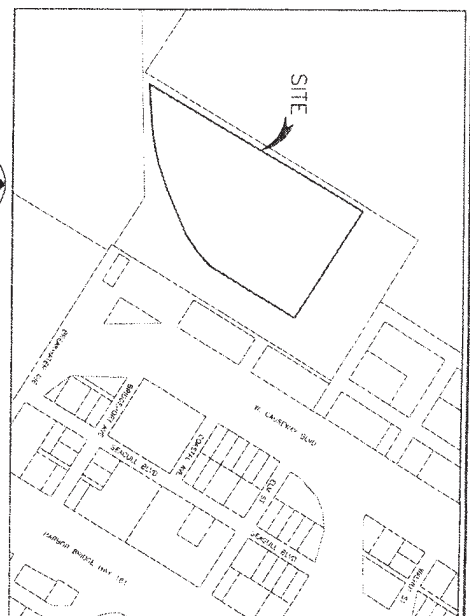
Containing more or less 10.0 acres of land.

I Robert M. Viera, a Registered Professional Land Surveyor in the State of Texas hereby certify that the foregoing tract of land contains more or less 10.0 acres of land.

This the 8th day of April 2011.


Robert M. Viera, R.P.L.S.
State of Texas License No. 6178





THIS THE 23 DAY OF March, 2011.

Robert M. Viera

ROBERT M. VIERA
STATE OF TEXAS LICENSE NO. 6178

APPENDIX ONE

EXHIBIT B

[Attach copy of Assignment of Lease]

APPENDIX TWO

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

This Landlord's Consent to Assignment of Lease ("**Consent**") is made and effective as of December 1, 2016, by the Port of Corpus Christi Authority of Nueces County, Texas ("**Landlord**") in favor of Martin Operating Partnership L.P., a Delaware limited partnership ("**Assignor**"). Landlord and Assignor may be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Landlord, as lessor, and Assignor, as lessee, entered into a lease agreement on May 14, 2013, covering certain property of Landlord situated in Nueces County, Texas ("**Cargo Dock 10 Lease**"), to-wit:

the vessel slip and associated mooring bits and structures of Landlord's Cargo Dock No. 10 located on the north side of the Corpus Christi Turning Basin, and the dock apron of Landlord's Cargo Dock No. 10, excluding the firewater pump station and fuel tank containment area, together with the right to use adjacent lands of Landlord as reasonably necessary for the placement of above ground piping, including one sixteen inch (16") nominal diameter vapor recovery pipeline and one twenty four inch (24") nominal diameter crude oil pipeline (collectively, the "**Pipelines**"), to connect Assignor's loading facilities at Cargo Dock No. 10 to Assignor's pipeline and crude oil loading facilities located on the adjacent lands of Landlord ("**Leased Premises**"); and

WHEREAS, the Leased Premises are generally depicted on **Exhibit A** attached hereto; and

WHEREAS, by a letter agreement between Landlord and Assignor dated May 17, 2016 ("**Letter Agreement**"), Landlord notified Assignor that the Cargo Dock 10 Lease would terminate on January 31, 2017, and Assignor agreed (i) to remove or cause to be removed all of its personal property and equipment, including the Pipelines, from the Leased Premises on or before March 31, 2017, and (ii) to return the Leased Premises to the condition outlined in the Lease by or before March 31, 2017; and

WHEREAS, the Cargo Dock 10 Lease as modified by Letter Agreement, is referred to in this Consent as the "**Lease**;" and

WHEREAS, Assignor wishes to assign all of its rights and obligations as lessee under the Lease to NuStar Logistics, L.P. ("**Assignee**"), and Assignee wishes to accept this assignment of the Lease and assume these obligations on the terms and conditions set forth in the Assignment of Lease attached hereto as **Exhibit B** ("**Assignment of Lease**"); and

WHEREAS, Landlord is willing to consent to this assignment and assumption on the terms and conditions set forth in this Consent and the Lease;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. CONSENT TO ASSIGNMENT. Landlord hereby consents to Assignor's assignment of the Lease to Assignee on the terms and conditions of the Assignment of Lease. Landlord's consent to this assignment shall not constitute consent to any additional or subsequent assignments of the Lease. Assignor shall provide Landlord with a fully-executed copy of the Assignment of Lease promptly after the execution thereof.

APPENDIX TWO

2. ASSUMPTION OF RIGHTS AND DUTIES. From and after the effective date of the Assignment of Lease, all rights and duties under the Lease will be assumed by Assignee; provided, however, Assignor shall remain bound to Landlord on the terms and conditions of the Lease notwithstanding the assignment.

3. CONTINUING EFFECTIVENESS OF LEASE. This Consent is made with the understanding that all other terms and conditions of the Lease shall remain in full force and effect, including the prohibition against further assignments and subleases without Landlord's express written consent.

4. ASSIGNOR'S CONTINUING OBLIGATIONS UNDER THE LEASE. Assignor acknowledges and agrees that, notwithstanding the Assignment of Lease, Assignor remains directly and primarily liable for the performance of all of the obligations of the lessee under the Lease, and Landlord shall be permitted to enforce the Lease against Assignor or Assignee, or both of them, without prior demand upon or proceeding in any way against any other persons.

5. INTERPRETATION/MODIFICATION. In interpreting the language of this Consent, the Parties shall be treated as having drafted this Consent after meaningful negotiations. The language in this Consent shall be construed as to its fair meaning and not strictly for or against either Party. No amendment, addendum, change, or modification of this Consent shall be valid unless in writing and signed by both Parties.

6. ASSIGNOR'S REPRESENTATION TO LANDLORD. Assignor represents to Landlord that it will receive no rent from Assignee with respect to the Leased Premises or activities thereon after the effective date of the Assignment of Lease.

7. GOVERNING LAW. This Consent shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Consent or the performance thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred by the prevailing party in such litigation, including reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.

8. COUNTERPARTS/ELECTRONIC SIGNATURES. This Consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Consent, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

9. ENTIRE AGREEMENT. This Consent, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

APPENDIX TWO

IN WITNESS WHEREOF, the Parties have executed this Consent as of the date first above written.

LANDLORD

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

By: _____
Name:
Title:

ASSIGNOR

MARTIN OPERATING PARTNERSHIP L.P.

By: Martin Operating GP LLC, its general partner


By: Martin Midstream Partners L.P., its sole member

By: Martin Midstream GP LLC, its general partner

By: _____
Name:
Title:

CORPUS CHRISTI
TURNING BASIN



NO.	DATE	REVISION		PORT OF CORPUS CHRISTI AUTHORITY MARTIN OPERATING PARTNERSHIP L.P. LEASE AT CARGO DOCK 10 APRON AND SLIP	SCALE: 1:150 DWN. BT: BEN	DATE: 20130507 DWG. NO.
PORT CORPUSCHRISTI			EXHIBIT A			

APPENDIX TWO

EXHIBIT B

[Attach copy of Assignment of Lease]

APPENDIX THREE

LANDLORD'S APPROVAL OF ASSUMPTION AGREEMENT

This Landlord's Approval of Assumption Agreement ("**Approval**") is made and effective as of December 1, 2016, by the Port of Corpus Christi Authority of Nueces County, Texas ("**Landlord**") in favor of Martin Operating Partnership L.P., a Delaware limited partnership ("**Assignor**"). Landlord and Assignor may be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of approximately 4.44 acres, more or less, of upland and submerged land on the north side of the Corpus Christi Turning Basin of the Corpus Christi Ship Channel in the Inner Harbor of the Port of Corpus Christi, which tract is more particularly described in **Exhibit A** attached hereto ("**Leased Premises**"); and

WHEREAS, Landlord, as lessor, and Assignor, as lessee, entered into a lease agreement effective as of June 1, 2016, covering the Leased Premises ("**Lease**"); and

WHEREAS, the Leased Premises are generally depicted on **Exhibit A-1** attached hereto; and

WHEREAS, Assignor wishes to assign all of its rights and obligations as lessee under the Lease to NuStar Logistics, L.P. ("**Assignee**"), and Assignee wishes to accept this assignment of the Lease and assume these obligations on the terms and conditions set forth in the Assignment of Lease attached hereto as **Exhibit B** ("**Assignment of Lease**"); and

WHEREAS, Assignee is a "**Permitted Transferee**" as that term is defined in the Lease; and

WHEREAS, the Lease may be assigned to a Permitted Transferee without the consent of Landlord if the Permitted Transferee assumes all of the obligations of the lessee under the Lease and if the form and content of the assumption agreement are reasonably acceptable to Landlord; and

WHEREAS, the Assignment of Lease provides that the Assignee adopts and assumes all liabilities and obligations of Assignor under the Lease, whether past, present or future, in accordance with the terms of the Asset Purchase Agreement between the Parties dated October 14, 2016 ("**Assumption Agreement**"); and

WHEREAS, the form of the Assumption Agreement is reasonably satisfactory to the Landlord;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. **APPROVAL OF ASSUMPTION AGREEMENT.** Landlord hereby approves the form of the Assumption Agreement in the Assignment of Lease and agrees to recognize Assignee as the lessee under the Lease upon delivery to PCCA of a fully executed Assignment of Lease in the form attached hereto as **Exhibit B**. Landlord's acceptance of the Assignment of Lease shall not, however, constitute approval of any additional or subsequent assignments of the Lease. Assignor shall provide Landlord with a fully-executed copy of the Assignment of Lease promptly after the execution thereof.

2. **ASSUMPTION OF RIGHTS AND DUTIES.** From and after the effective date of the Assignment of Lease, all rights and duties under the Lease will be assumed by Assignee; provided, however, Assignor shall remain bound to Landlord on the terms and conditions of the Lease notwithstanding the assignment.

APPENDIX THREE

3. CONTINUING EFFECTIVENESS OF LEASE. This Approval is made with the understanding that all other terms and conditions of the Lease shall remain in full force and effect, including the prohibition against further assignments and subleases without Landlord's express written consent.

4. ASSIGNOR'S CONTINUING OBLIGATIONS UNDER THE LEASE. Assignor acknowledges and agrees that, notwithstanding the Assignment of Lease, Assignor remains directly and primarily liable for the performance of all of the obligations of the lessee under the Lease, and Landlord shall be permitted to enforce the Lease against Assignor or Assignee, or both of them, without prior demand upon or proceeding in any way against any other persons.

5. INTERPRETATION/MODIFICATION. In interpreting the language of this Approval, the Parties shall be treated as having drafted this Approval after meaningful negotiations. The language in this Approval shall be construed as to its fair meaning and not strictly for or against either Party. No amendment, addendum, change, or modification of this Approval shall be valid unless in writing and signed by both Parties.

6. ASSIGNOR'S REPRESENTATION TO LANDLORD. Assignor represents to Landlord that it will receive no rent from Assignee with respect to the Leased Premises or activities thereon after the effective date of the Assignment of Lease.

7. GOVERNING LAW. This Approval shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Approval or the performance thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred by the prevailing party in such litigation, including reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.

8. COUNTERPARTS/ELECTRONIC SIGNATURES. This Approval may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Approval, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

9. ENTIRE AGREEMENT. This Approval, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

APPENDIX THREE

IN WITNESS WHEREOF, the Parties have executed this Approval as of the date first above written.

LANDLORD

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

By: _____
Name:
Title:

ASSIGNOR

MARTIN OPERATING PARTNERSHIP L.P.

By: Martin Operating GP LLC, its general partner

By: Martin Midstream Partners L.P., its sole member

By: Martin Midstream GP LLC, its general partner

By: _____
Name:
Title:

EXHIBIT A

EXHIBIT A – LEGAL DESCRIPTION OF LEASED PREMISES OR LAND

STATE OF TEXAS
COUNTY OF NUECES

4.44 ACRES

Field notes of a 4.44 acre lease, being part of Nueces County Navigation District Refugio Scrip 1922, Survey 939, Abstract 2677, Nueces County, Texas.

beginning at a point along a metal chain link barbed wire fence (N=17,186,761.18, E=1,336,677.96) from which an 8" galvanized gate post found at N=17,186,761.38, E=1,336,686.58 bears N 88°41'20" E a distance of 8.62' and PCCA monument "CD12-1 1991" found at N=17,186,636.94, E=1,337,853.82 bears S 83°58'06" E a distance of 1,182.41';

thence S 01°18'25" E a distance of 32.58' to an interior corner on caliche rock;

thence S 79°12'45" E a distance of 107.26' to an inside corner on natural ground;

thence S 01°18'25" E, at 6.49' passing the center of a 1' creosote power pole, at 93.43' passing the MHW line along rip rap shoreline, in all a distance of 206.68' to the southeast corner within the Port of Corpus Christi harbor, being 18' from the PCCA North bulkhead line;

thence S 88°41'35" W parallel to and 18' north of the PCCA North bulkhead line a distance of 900.00' to the southwest corner;

thence N 01°18'26" W at 126.41' passing the MHW line along rip rap shoreline in all a distance of 160.00' to an inside corner on vegetated ground between the edge of an unpaved road and existing barge moorings;

thence N 88°41'35" E a distance of 368.40' to an inside corner on vegetated ground;

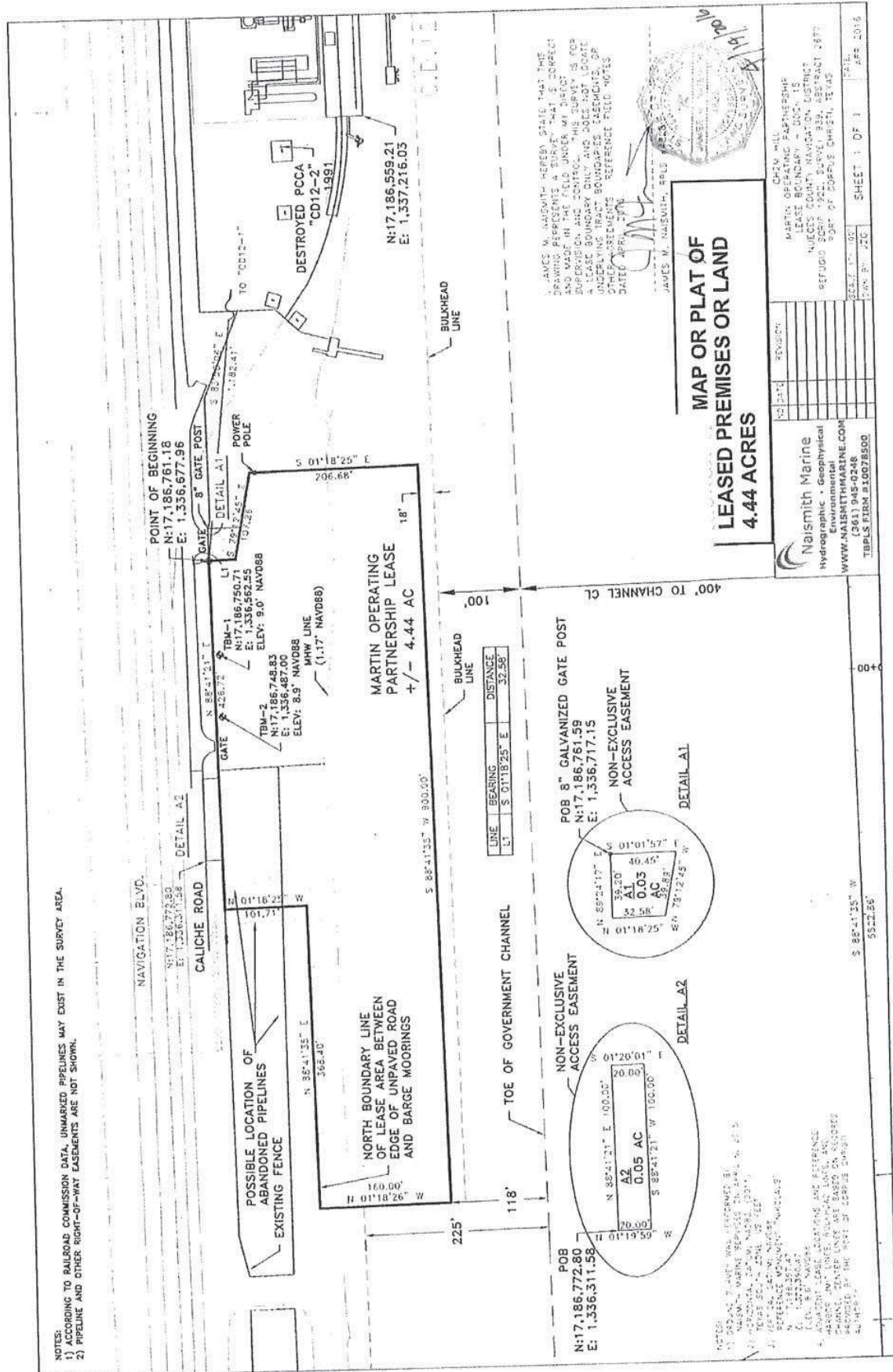
thence N 01°18'25" W at 29.57' passing a chain link metal barbed wire fence in all a distance of 101.71' to a point along a chain link barbed wire fence;

thence N 88°41'21" E along said chain link fence at 170.21' passing a fence 'T' in all a distance of 426.72' to the northeast corner which is the **point of beginning**, having an area of 193,500 square feet or 4.44 acres

Bearings and distances are grid, Texas Coordinate System NAD 1983 (2011), South Zone. Reference plat dated April, 2016 for additional information.



James M. Naismith, RPLS #4828



APPENDIX THREE

EXHIBIT B

APPENDIX FOUR

CONSENT TO ASSIGNMENT OF PIPELINE EASEMENTS

This Consent to Assignment of Pipeline Easements (“**Consent**”) is made and effective as of December 1, 2016, by the Port of Corpus Christi Authority of Nueces County, Texas (“**PCCA**”) in favor of Martin Operating Partnership L.P., a Delaware limited partnership (“**Martin**”). The PCCA and the Martin may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Martin and NuStar Logistics, L.P. (“**NuStar**”), are parties to that certain Asset Purchase Agreement dated October 14, 2016 (“**APA**”), whereby the Martin has agreed to sell and NuStar has agreed to purchase Martin’s assets in the Inner Harbor Area of the Port of Corpus Christi (collectively, the “**Martin Assets**”); and

WHEREAS, the Martin Assets include the pipeline easements identified on **Schedule A of Exhibit One** attached to this Consent and made a part hereof (collectively, the “**Easements**”); and

WHEREAS, Martin represents and warrants to PCCA that it is the grantee or assignee of each of the Easements; and

WHEREAS, Martin wishes to assign all of its rights and obligations as grantee or assignee under the Easements to NuStar, and NuStar wishes to accept this assignment of the Easements and assume these obligations on the terms and conditions set forth in the Assignment of Assigned Easements attached hereto as **Exhibit One** (the “**Assignment of Easements**”); and

WHEREAS, PCCA is willing to consent to this assignment and assumption on the terms and conditions set forth in this Consent and the Easements;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. CONSENT TO ASSIGNMENT. PCCA hereby consents to Martin’s assignment of the Easements to NuStar on the terms and conditions of the Assignment of Easements. PCCA’s consent to this assignment shall not constitute consent to any additional or subsequent assignments of the Easements or any of them. Martin shall provide PCCA with a fully-executed copy of the Assignment of Easements promptly after the execution thereof.

2. ASSUMPTION OF RIGHTS AND DUTIES. From and after the effective date of the Assignment of Easements, all rights and duties of the grantee under the Easements will be assumed by NuStar.

3. CONTINUING EFFECTIVENESS OF EASEMENTS. This Consent is made with the understanding that all other terms and conditions of the Easements shall remain in full force and effect, including the prohibition against further assignments without PCCA’s express written consent.

4. INTERPRETATION. In interpreting the language of this Consent, the Parties shall be treated as having drafted this Consent after meaningful negotiations. The language in this Consent shall be construed as to its fair meaning and not strictly for or against either Party.

APPENDIX FOUR

5. MODIFICATION. No amendment, addendum, change, or modification of this Consent shall be valid unless in writing and signed by both Parties.

6. GOVERNING LAW. This Consent shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Consent or the performance thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred by the prevailing party in such litigation, including reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.

7. COUNTERPARTS/ELECTRONIC SIGNATURES. This Consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Consent, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

8. ENTIRE AGREEMENT. This Consent, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

APPENDIX FOUR

IN WITNESS WHEREOF, the Parties have executed this Consent as of the date first above written.

PCCA

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

By: _____
Name:
Title:

MARTIN

MARTIN OPERATING PARTNERSHIP L.P.
By: Martin Operating GP LLC, its general partner
By: Martin Midstream Partners L.P., its sole member
By: Martin Midstream GP LLC, its general partner

By: _____
Name:
Title:

EXHIBIT ONE

FORM OF ASSIGNED EASEMENTS ASSIGNMENT

ASSIGNMENT OF ASSIGNED EASEMENTS¹

THIS ASSIGNMENT OF ASSIGNED EASEMENTS (this “**Assignment**”) is made and entered into as of the __ day of _____, 201_, by and between, Martin Operating Partnership L.P., a Delaware limited partnership (“**Assignor**”), and NuStar Logistics, L.P., a Delaware limited partnership (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 14, 2016 (the “**APA**”), whereby, subject to the terms of the APA, (i) Assignee agreed to buy and Assignor agreed to sell the Purchased Assets of Assignor and (ii) Assignee agreed to assume the Assumed Liabilities (all terms used but not defined in this Assignment have the respective meanings ascribed to such terms in the APA);

WHEREAS, as of this day Assignee has purchased the Purchased Assets, which include the Assigned Easements in Nueces County, Texas between Assignor and the Port of Corpus Christi Authority of Nueces County, Texas (the “**Authority**”) identified on Schedule A attached hereto and made a part hereof (the “**Easements**”); and

WHEREAS, in conjunction with the conveyance of the Purchased Assets, Assignor has agreed to assign all of its right, title and interest in and to the Easements to Assignee, and Assignee has agreed to assume and perform certain of Assignor’s liabilities and obligations arising under the Easements, all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest as grantee or assignee in and to the Easements and all of the rights, benefits and privileges of grantee or assignee thereunder.

2. Assumption. Assignee hereby adopts the Easements and assumes all Liabilities and obligations of Assignor under the Easements in accordance with the terms of the APA as set forth below.

3. Terms of the APA. The terms of the APA, including but not limited to the representations, warranties, covenants, agreements and indemnities relating to the Easements are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided

¹ Note to Draft: Draft subject to review and comment by the Authority.

therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

NOTWITHSTANDING ANYTHING HEREIN, THE DELIVERY OF THIS ASSIGNMENT SHALL NOT DIMINISH OR OTHERWISE IMPAIR ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS OR PROVISIONS OF THE APA, AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS AND PROVISIONS CONTAINED IN THE APA SHALL SURVIVE THE DELIVERY OF THIS ASSIGNMENT TO THE EXTENT, AND IN THE MANNER, SET FORTH IN THE APA.

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[Signature Lines on Following Page]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

ASSIGNOR:

MARTIN OPERATING PARTNERSHIP L.P.,
a Delaware limited partnership

By: Martin Operating GP LLC, its general partner
By: Martin Midstream L.P., its sole member
By: Martin Midstream GP LLC, its
general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

NUSTAR LOGISTICS, L.P.,
a Delaware limited partnership

By: NuStar GP, Inc., its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of Martin Midstream GP LLC, a Delaware limited liability company.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, _____, of NuStar GP, Inc., a Delaware corporation.

Notary Public, State of Texas

My Commission Expires: _____

Schedule A²
Easements

Description	Grantor	Date	Real Property Recording Reference
Pipeline Easement	Port of Corpus Christi Authority of Nueces County, Texas	10/11/2011	Not recorded
Easements 14 through 17 listed on Attachment 1 to the Pipeline Easement, as amended by the Correction of Pipeline Easement, from the Port of Corpus Christi Authority of Nueces County, Texas assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P Coastal Liquids Partners, L.P.	3/17/2004 8/12/2004 7/13/2006 8/23/2004	Doc#2004017829 Doc#2004041690 Doc#2006036501 Doc#2005017977

² Schedule to be updated per the Assigned Easements Survey.

The easement depicted on pages 24 through 30 of that certain Correction of Pipeline Easement (which amends that certain Pipeline Easement), from the Port of Corpus Christi Authority of Nueces County, Texas, assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P Coastal Liquids Partners, L.P.	8/12/2004 3/17/2004 7/13/2006 8/23/2004	Doc#2004041690 Doc#2004017829 Doc#2006036501 Doc#2005017977
The easement depicted on pages 4 through 6 of that certain Correction of Pipeline Easement(which amends that certain Pipeline Easement), from the Port of Corpus Christi Authority of Nueces County, Texas, assigned to Seller by Koch Pipeline Company, L.P (“ <u>Koch</u> ”) in the Assignment and Assumption Agreement of Easements dated July 13, 2006 between Koch and the Seller. Koch acquired these easements from Coastal Liquid Partners, L.P.	Port of Corpus Christi Authority of Nueces County, Texas Koch Pipeline Company, L.P (Not a Closing Consent) Coastal Liquids Partners, L.P. (Not a Closing Consent)	8/12/2004 3/17/2004 7/13/2006 8/23/2004	Doc#2004041690 Doc#2004017829 Doc#2006036501 Doc#2005017977
Pipeline Easement, as assigned to Seller pursuant to: a. Assignment and Assumption Agreement of Easements	Port of Corpus Christi Authority of Nueces County, Texas a. Koch Pipeline Company, L.P.	06/25/1987 a. 11/15/2007	Not recorded a. Doc#2008003365

Pipeline Easement, as assigned to Seller pursuant to: a. Assignment and Assumption Agreement of Easements	Port of Corpus Christi Authority of Nueces County, Texas a. Koch Pipeline Company, L.P.	01/15/1988 a. 11/15/2007	Not recorded a. Doc#2008003365
Right to use land contained in Section 1.1 of that certain Lease Agreement dated May 14, 2013 between Port of Corpus Christi Authority of Nueces County, Texas and Seller	Port of Corpus Christi Authority of Nueces County, Texas	05/14/2013	Not recorded

APPENDIX FIVE

AMENDMENT TO PIPELINE EASEMENT

This **AMENDMENT TO PIPELINE EASEMENT** ("**Amendment**") is made effective as of _____, 2016 ("**Amendment Date**") by and between the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (sometimes hereinafter called "**Authority**"), and **MARTIN OPERATING PARTNERSHIP L.P.**, a Delaware limited partnership, whose principal address is 4200 Stone Road, Kilgore, Texas 75662 (sometimes hereinafter called "**Martin**"). This Amendment includes all Exhibits hereto. Authority and Martin are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Authority and Coastal Liquids Partners L.P. ("**Coastal**") entered into a Pipeline Easement dated effective as of March 17, 2004 ("**Original Easement Agreement**"), and being recorded under Clerk's File No. 2004017829, Official Public Record of Nueces County, Texas with respect to certain property in Nueces County, Texas;

WHEREAS, Authority and Coastal entered into a Correction of Pipeline Easement dated August 12, 2004 but effective as of March 17, 2004 ("**Correction Easement Agreement**"), and being recorded under Clerk's File No. 2004041690, Official Public Records of Nueces County, Texas, which corrected the Original Easement Agreement;

WHEREAS, Coastal subsequently assigned both the Original Easement Agreement and the Correction Easement Agreement to Koch Pipeline Company L.P. ("**Koch**") pursuant to a Partial Assignment of Pipeline Easement dated August 13, 2004 and recorded under Clerk's File No. 2005017977, Official Public Records of Nueces County, Texas;

WHEREAS, Koch subsequently assigned both the Original Easement Agreement and the Correction Easement Agreement to Martin pursuant to an Assignment and Assumption Agreement of Easements dated July 13, 2006 and recorded under Clerk's File No. 2006036501, Official Public Records of Nueces County, Texas;

WHEREAS, any capitalized term used in the Amendment and not defined herein shall have the meaning given to it in the Original Easement Agreement as corrected by the Correction Easement Agreement; and

WHEREAS, Authority and Martin now wish to amend the Original Easement Agreement as corrected by the Correction Easement Agreement to extend the location of the pipeline easement approximately three hundred twenty-five (325) feet to the East across ten (10) acres of land that Authority purchased from Martin pursuant to a Special Warranty Deed dated February 12, 2014 and recorded under Clerk's File No. 2014005373, Official Public Records of Nueces County, Texas.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, effective as of the Amendment Date the Parties hereby agree as follows:

1. The location of the pipeline easement as described by the centerline on Exhibit

APPENDIX FIVE

“A” to the Original Easement Agreement as corrected by the Correction Easement Agreement is hereby extended approximately three hundred twenty-five (325) feet to the East as described on Exhibit “A” attached hereto, and the route of the pipeline easement as depicted on the Original Easement Agreement as corrected by the Correction Easement Agreement is hereby extended approximately three hundred twenty-five (325) feet to the East as described on Exhibit “B” attached hereto, both of which are incorporated herein by reference for all purposes.

2. This Amendment shall be binding on the successors and assigns of the Parties.

3. Except as specifically amended hereby, all terms and conditions of the Original Easement Agreement and the Correction Easement Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Original Easement Agreement and the Correction Easement Agreement, the terms and conditions of this Amendment shall control.

4. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe “.pdf” file and such facsimile or Adobe “.pdf” file signatures shall be deemed to be the same as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Date.

“AUTHORITY”

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

“MARTIN”

MARTIN OPERATING PARTNERSHIP L.P.

By: Martin Operating GP LLC, its general partner
By: Martin Midstream Partners L.P., its sole member
By: Martin Midstream GP LLC, its general partner

By: _____
Robert D. Bondurant
Executive Vice President and Chief Financial Officer

APPENDIX FIVE

ACKNOWLEDGEMENTS

THE 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

THE STATE OF TEXAS §
 §
COUNTY OF GREGG §

 This instrument was acknowledged before me on the ____ day of _____, 2016,
by Robert D. Bondurant, Executive Vice President and Chief Financial Officer of Martin
Operating Partnership L.P. on behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
Centerline Description

EXHIBIT B
Easement Drawing

APPENDIX SIX

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

CORRECTION SPECIAL WARRANTY DEED

THIS CORRECTION SPECIAL WARRANTY DEED IS MADE IN CORRECTION OF THAT CERTAIN SPECIAL WARRANTY DEED EXECUTED BY MARTIN OPERATING PARTNERSHIP L.P., AS GRANTOR, AND PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS GRANTEE, EXECUTED ON FEBRUARY 12, 2014 AND FILED FOR RECORD AT CLERK'S FILE NO. 2014005373 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS, WHERE BY MISTAKE OR ERROR THE RESERVATION OF THE UTILITY EASEMENTS WAS OMITTED.

STATE OF TEXAS	§
	§
COUNTY OF JEFFERSON	§

Martin Operating Partnership L.P. ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Port of Corpus Christi Authority of Nueces County, Texas** ("Grantee"), the real property in Nueces County, Texas, fully described in Exhibit A, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "Property").

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, his its successors, and assigns, all of its right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the Property.

SAVE AND EXCEPT, and there is reserved unto Grantor the specific easements shown on Exhibit B for the purpose operating, using, repairing, inspecting, reconstructing, removing and maintaining utility service (including water, wastewater, electric, phone, cable and gas), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply of such utilities (the "Utility Easements").

In addition, Grantor hereby assigns, transfers and conveys to Grantee, all of its right, title and interest in and to any claims or causes of action it may have or that could be asserted against third parties arising out of any injury or damage to the Property accruing or occurring

APPENDIX SIX

prior to the date of this deed. This assignment includes and conveys unto Grantee, its successors and assigns, the full right and power to maintain an action against any such third party (but not in the name of Grantor), and to settle, compromise, or reassign any such claim and cause of action, and to give a release in full discharge of liability of the same.

This Correction Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR’S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR’S BEHALF, BUT IS RELYING ON GRANTEE’S OWN EXAMINATION OF THE PROPERTY.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resources Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Property arising as the result of Grantor’s own negligence or the negligence of Grantor’s representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the Property.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2013 calendar year and later calendar years

APPENDIX SIX

not yet due and payable, each to the extent attributable to all or part of the Property.

Grantee's address is: **222 Power Street, Corpus Christi, Texas 78401.**

EXECUTED to be effective as of February 12, 2014.

Grantor:

MARTIN OPERATING PARTNERSHIP L.P.

By: Martin Operating GP LLC, its general partner

By: Martin Midstream Partners L.P., its sole member

By: Martin Midstream GP LLC, its general partner

By: _____

Robert D. Bondurant, Executive Vice
President and Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF GREGG §

This instrument was acknowledged before me on this _____ day of _____, 2016 by Robert D. Bondurant, the Executive Vice President and Chief Financial Officer of Martin Midstream GP LLC, which is the general partner of Martin Midstream Partners LP, which is the sole member of Martin Operating GP LLC, which is the general partner of Martin Operating Partnership LP.

NOTARY PUBLIC, STATE OF TEXAS

APPENDIX SIX

Grantee:

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

By: _____
John P. LaRue, Executive Director

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

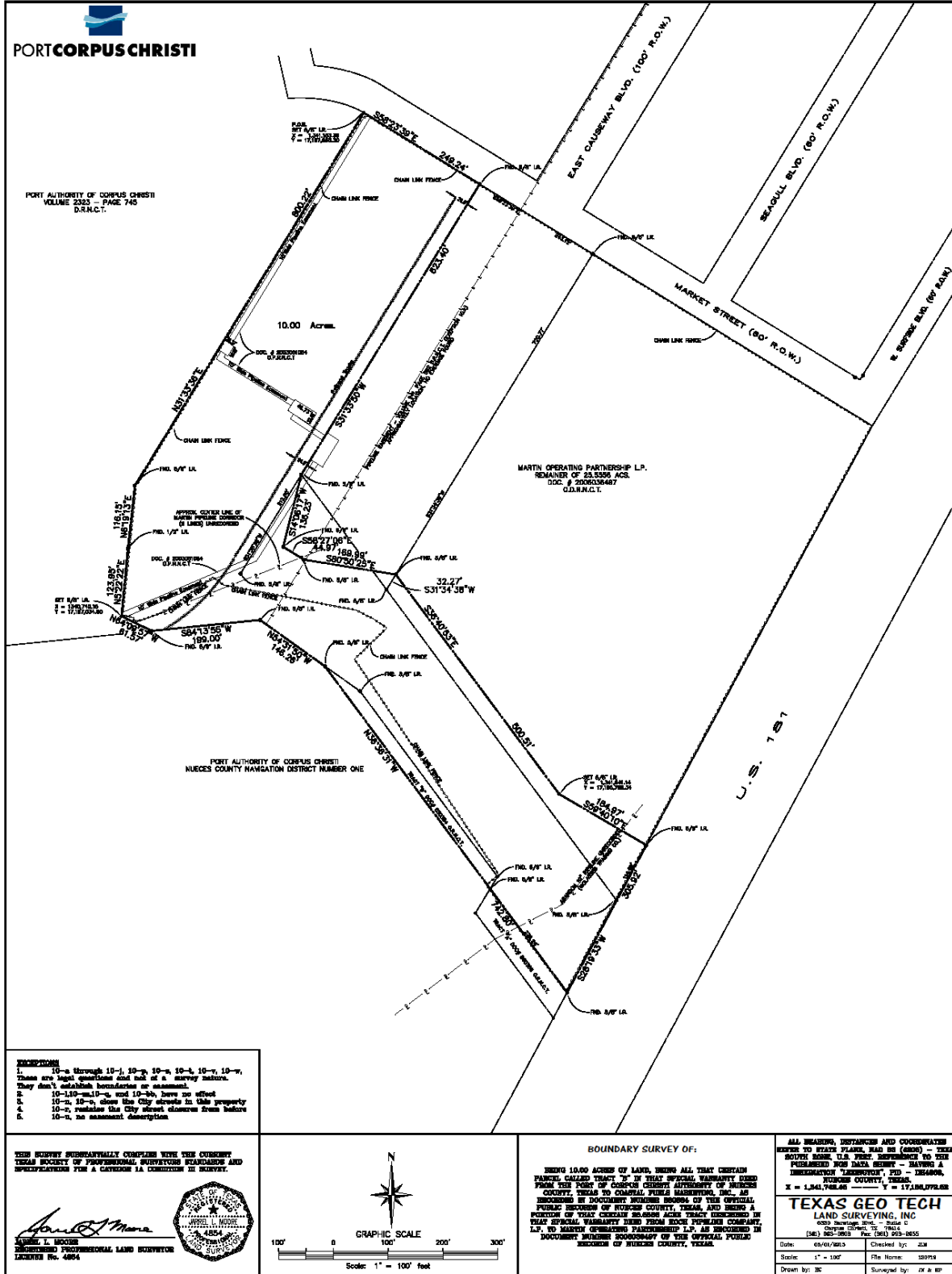
After Recording Return To:

**Chris Booth
Martin Operating Partnership L.P.
P. O. Box 191
Kilgore, Texas 75663**

APPENDIX SIX

EXHIBIT A (Property Description)

All of our undivided right, title and interest in and to the following described property to wit.





TexasGeoTech
LAND SURVEYING, INC.

FIELD NOTES DESCRIPTION

10.00 acres of land, being all that certain parcel called Tract "B" in that Special Warranty Deed from the Port of Corpus Christi Authority of Nueces County, Texas to Coastal Fuels Marketing, Inc., as recorded in Document Number 880384 of the Official Public Records of Nueces County, Texas, and being a portion of that called 25.5556 acre tract described in that Special Warranty Deed from Koch Pipeline Company, L.P. to Martin Operating Partnership L.P. as recorded in Document Number 2006036497 of the Official Public Records of Nueces County, Texas, and being more fully described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set at the intersection of the southwest right-of-way of Market Street (60' ROW) also referred to as Breakwater Avenue, and the southeast right-of-way of Avenue F (now closed by City Ordinance), for the north corner of said 25.5556 acre tract and for the north corner of this tract, having a Lambert Grid coordinate value of X = 1,341,183.36sf and Y = 17,187,955.30sf.

THENCE: S 58°23'39" E – 249.24 feet, with the southwest line of said Market Street and the northeast line of said 25.5556 acre tract, to a 5/8 inch iron rod found for the most northerly east corner of this tract.

THENCE: S 31°33'50" W – 623.40 feet to a 5/8 inch iron rod found for an interior corner.

THENCE: S 14°06'17" W – 136.23 feet to a 5/8 inch iron rod found for an interior corner.

THENCE: S 58°27'06" E – 44.97 feet to a 5/8 inch iron rod found for an interior corner.

THENCE: S 80°50'25" E – 169.99 feet to a 5/8 inch iron rod found for an interior corner.

THENCE: S 36°40'53" E – 500.51 feet to a 5/8 inch iron rod set, having a Lambert Grid coordinate value of X = 1,341,541.14sf and Y = 17,186,709.34sf, for an interior corner.

THENCE: S 59°40'10" E – 184.97feet to a 5/8 inch iron rod found in the northwest right-of-way line of US Highway 181 for the most southerly east corner of this tract.

THENCE: S 28°19'33" W with the said right-of-way line, at 114.66 feet pass a 5/8 inch iron rod found on line, a distance of 305.92 feet IN ALL to a 5/8 inch iron rod found for the east corner of a called 0.2597 acre tract described as Tract "A" in that Special Warranty Deed from Coastal Fuels Marketing, Inc. to the Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 880386 of the Official Public Records of Nueces County, Texas, for the south corner of this tract.

THENCE: N 36°36'31" W with the northeast line of said Tract "A", at 236.24 feet pass a 5/8 inch iron rod found for the north corner of said Tract "A" and the south corner of said Tract "B", continuing with the southwest line of said Tract "B", a distance of 742.80 feet IN ALL to a 5/8 inch iron rod found for the north corner of said Tract "B" and an interior corner of this tract.

6330 SARATOGA BLVD, SUITE C – CORPUS CHRISTI, TEXAS 78414 – PHONE 361-993-0808 – FAX 361-993-2955

APPENDIX SIX

THENCE: N 54°31'50" W – 146.26 feet to a 5/8 inch iron rod found for an interior corner.

THENCE: S 84°13'55" W – 199.00 feet to a 5/8 inch iron rod found for a corner.

THENCE: N 64°09'57" W – 61.57 feet to a 5/8 inch iron rod set, having a Lambert Grid coordinate value of X = 1,340,740.15sft and Y = 17,187,034.60sft, for a corner.

THENCE: N 05°22'22" E – 123.95 feet to a 1/2 inch iron rod found for a corner.

THENCE: N 06°19'13" E – 116.15 feet to a 5/8 inch iron rod found in the southeast right-of-way of Avenue F (now closed by City Ordinance), for a corner.

THENCE: N 31°33'36" E – 800.22 feet, with the southeast right-of-way of Avenue F (now closed by City Ordinance), to the PLACE OF BEGINNING and containing 10.00 acres of land.

All bearings are grid. All coordinates are Lambert Grid NAD83 Texas south zone. Control Monument is LEXINGTON, PID "DH4663" with a value of X = 1,341,742.45 and Y = 17,186,072.52 and a combined scale factor of 0.9999988.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in all future conveyances, without any revisions or deletions.

August 14, 2013
130719.doc




Jarrel L. Moore
Registered Professional Land Surveyor
License Number 4854

APPENDIX SIX

EXHIBIT B
Utility Easements

DATE: November 15, 2016

TO: Port Commission

FROM: Angela Leyva
angela@pocca.com
(361) 885-6107

Authorize staff to issue a Request for Proposals for Consulting Services for Development of PCCA Safety Management System, Safety Policies and Safety Manual and Program Implementation to Include Onsite Training and Coaching

SUMMARY: Staff is seeking Commission approval for Consulting Services related to assistance with the development and implementation of PCCA's Safety Management System, Safety Policies and Safety Manual.

BACKGROUND: As part of our Strategic Plan initiative # 6 Fostering a Safe and Healthy Workplace and to expedite the process improvement of PCCA's Safety Culture, staff is seeking to engage a consultant to provide assistance in development of PCCA's Safety Management System, Safety Policies and Safety Manual as well as process implementation including educating, training and coaching PCCA workforce to newly implemented standards.

The goal is making health, safety and well-being at the Port fundamental elements of the Port's business strategy. Through continuously cultivating safe working environments for employees, tenants and visitors by implementing safety programs and safety policies and providing leadership, training, support and other resources necessary to develop the Port's core value of safety we improve the Port's overall safety culture.

ALTERNATIVES: Seek separate contracts for Safety Management System, Safety Policies and Safety Manual or to continue developing programs in house.

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

EMERGENCY: No.

FINANCIAL IMPACT: Protection of Port staff is paramount and reducing or eliminating employee related incidents or injury leads to lower Workers' Compensation claims, improved health and wellness and enhanced productivity.

STAFF RECOMMENDATION: Staff recommends the Port Commission determine that, of the methods available to PCCA for acquiring these services, the request for proposals method will provide the best value for PCCA.

DEPARTMENTAL CLEARANCES:

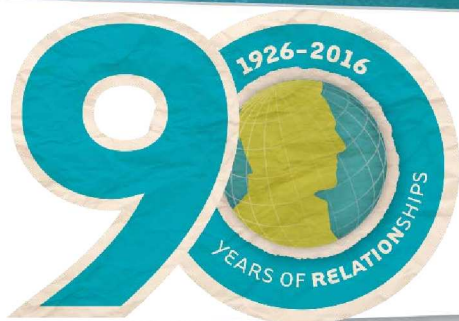
Originating Department	Safety Management
Reviewed & Approved	Angela Leyva
Procurement	Lynn Angerstein
Legal	Jimmy Welder
	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS: N/A



FINANCIAL REVIEW

For the Quarter Ended September 30, 2016



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STATEMENT OF NET POSITION

	September	December			September		
	2016	2015	Annual Change	%	2015	Year-Over-Year Change	%
Cash/ Investments	\$ 185,194,434	\$ 155,618,723	\$ 29,575,711	19%	\$ 170,433,158	\$ 14,761,276	9%
A/R	\$ 19,253,152	\$ 17,592,762	\$ 1,660,390	9%	\$ 9,929,008	\$ 9,324,144	94%
Restricted Assets	\$ 71,573,783	\$ 90,967,295	\$ (19,393,512)	-21%	\$ 77,013,447	\$ (5,439,664)	-7%
P P & E, net	\$ 378,600,884	\$ 355,995,268	\$ 22,605,616	6%	\$ 349,731,790	\$ 28,869,094	8%
Other	\$ 4,153,407	\$ 3,967,987	\$ 185,420	5%	\$ 9,198,628	\$ (5,045,221)	-55%
Total Assets	\$ 658,775,660	\$ 624,142,035	\$ 34,633,625	6%	\$ 616,306,031	\$ 42,469,629	7%
Deferred Outflows-Pension	\$ 1,958,889	\$ 1,958,889	\$ -	0%	\$ -	\$ 1,958,889	100%
Total Deferred Outflows	\$ 1,958,889	\$ 1,958,889	\$ -	0%	\$ -	\$ 1,958,889	100%
Current Liabilities	\$ 7,709,507	\$ 7,241,469	\$ 468,038	6%	\$ 8,465,595	\$ (756,088)	-9%
Unearned Income	\$ 13,993,970	\$ 12,401,441	\$ 1,592,529	13%	\$ 16,879,293	\$ (2,885,323)	-17%
Long-term Debt	\$ 115,000,000	\$ 115,000,000	\$ -	0%	\$ 115,000,000	\$ -	100%
Other	\$ 4,477,705	\$ 4,347,870	\$ 129,835	3%	\$ 4,101,435	\$ 376,270	9%
Total Liabilities	\$ 141,181,182	\$ 138,990,780	\$ 2,190,402	2%	\$ 144,446,323	\$ (3,265,141)	-2%
Investment in Net Assets	\$ 292,330,890	\$ 287,147,608	\$ 5,183,282	2%	\$ 286,817,351	\$ 5,513,539	2%
Restricted Net Position	\$ 36,034,035	\$ 36,153,709	\$ (119,674)	0%	\$ 16,152,379	\$ 19,881,656	123%
Unrestricted Net Position	\$ 191,188,442	\$ 163,808,827	\$ 27,379,615	17%	\$ 168,889,978	\$ 22,298,464	13%
Total Net Position	\$ 519,553,367	\$ 487,110,144	\$ 32,443,223	7%	\$ 471,859,708	\$ 47,693,659	104

Revenues & Expenses

STATEMENT OF REVENUES AND EXPENSES

	September YTD			Change			
	2016		2015	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 31,094,656	\$ 36,738,535	\$ 34,456,368	\$ (5,643,879)	-15%	\$ (3,361,712)	-10%
Dockage	\$ 9,204,516	\$ 12,026,802	\$ 10,905,890	\$ (2,822,286)	-23%	\$ (1,701,374)	-16%
Security	\$ 4,498,517	\$ 5,349,398	\$ 5,067,156	\$ (850,881)	-16%	\$ (568,639)	-11%
Other Shipping Services	\$ 6,078,909	\$ 7,133,322	\$ 5,656,494	\$ (1,054,413)	-15%	\$ 422,415	7%
Building and Land Rental	\$ 18,793,596	\$ 7,102,974	\$ 6,815,975	\$ 11,690,622	165%	\$ 11,977,621	176%
Total Operating Revenues	\$ 69,670,194	\$ 68,351,031	\$ 62,901,883	\$ 1,319,163	2%	\$ 6,768,311	11%
Employee Services	\$ 14,588,112	\$ 16,183,734	\$ 13,448,831	\$ (1,595,622)	-10%	\$ 1,139,281	8%
Maintenance	\$ 4,827,033	\$ 5,129,324	\$ 3,176,118	\$ (302,291)	-6%	\$ 1,650,915	52%
Utilities/ Telephone	\$ 992,848	\$ 1,001,099	\$ 1,060,312	\$ (8,251)	-1%	\$ (67,464)	-6%
Insurance	\$ 1,270,792	\$ 1,566,429	\$ 1,416,944	\$ (295,637)	-19%	\$ (146,152)	-10%
Prof/ Contracted Services	\$ 4,754,724	\$ 5,172,907	\$ 4,504,031	\$ (418,183)	-8%	\$ 250,693	6%
Operator/ Event Expenses	\$ 1,194,077	\$ 1,023,412	\$ 1,035,632	\$ 170,665	17%	\$ 158,445	15%
Admin/Trade Dvp/Other	\$ 2,911,388	\$ 3,090,234	\$ 2,859,555	\$ (178,846)	-6%	\$ 51,833	2%
Depreciation	\$ 9,764,809	\$ 10,411,386	\$ 10,110,434	\$ (646,577)	-6%	\$ (345,625)	-3%
Total Operating Expenses	\$ 40,303,783	\$ 43,578,525	\$ 37,611,857	\$ (3,274,742)	-8%	\$ 2,691,926	7%
Net Operating Income(Loss)	\$ 29,366,411	\$ 24,772,506	\$ 25,290,026	\$ 4,593,905	19%	\$ 4,076,385	16%
Interest Income	\$ 1,442,185	\$ 535,443	\$ 522,101	\$ 906,742	169%	\$ 920,084	176%
Other Revenue	\$ 82,320	\$ 187,972	\$ 87,151	\$ (105,652)	-56%	\$ (4,831)	-6%
Gain(Loss) Disposal of Assets	\$ (64,527)	\$ -	\$ (5,853,720)	\$ (64,527)	-	\$ 5,789,193	-99%
Interest/Bond Expense	\$ (3,114,816)	\$ (3,104,963)	\$ (2,551,745)	\$ (9,853)	0%	\$ (563,071)	22%
Other Expense	\$ (4,042,620)	\$ (3,000,000)	\$ (3,000,051)	\$ (1,042,620)	35%	\$ (1,042,569)	35%
Other Revenue(Expenses)	\$ (5,697,458)	\$ (5,381,548)	\$ (10,796,264)	\$ (315,910)	-6%	\$ 5,098,806	47%
Net Income(Loss)	\$ 23,668,953	\$ 19,390,958	\$ 14,493,762	\$ 4,277,995	22%	\$ 9,175,191	63%



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Tonnage/Ships & Barges

TONNAGE

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Bulk Grain	516,050	352,359	163,691	46%	2,675,428	2,423,453	251,975	10%
Break Bulk	31,012	44,353	(13,341)	-30%	237,713	274,567	(36,854)	-13%
Dry Bulk	458,047	708,576	(250,529)	-35%	5,429,722	6,532,786	(1,103,064)	-17%
Liquid Bulk	99,616	57,658	41,958	73%	351,210	488,397	(137,187)	-28%
Chemicals	164,345	259,190	(94,845)	-37%	1,620,688	1,486,209	134,479	9%
Crude	3,181,660	3,515,194	(333,534)	-9%	25,420,843	34,515,293	(9,094,450)	-26%
Petroleum	3,877,102	3,763,820	113,282	3%	34,354,269	32,169,723	2,184,546	7%
Total Tonnage	8,327,832	8,701,150	(373,318)	-4%	70,089,873	77,890,428	(7,800,555)	-10%

SHIP & BARGE MOVEMENTS

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Ships	145	152	(7)	-5%	1,239	1,336	(97)	-7%
Barges	394	458	(64)	-14%	3,447	4,476	(1,029)	-23%
Total Ship & Barges	539	610	(71)	-12%	4,686	5,812	(1,126)	-19%

Capital Projects

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	\$ 10,900,513	\$ 2,629,487	\$ 12,390,000	\$ 10,900,513	\$ (1,489,487)
Dry Cargo Docks	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 200,000	\$ -	\$ (200,000)
Canals & Basins	\$ 23,996,321	\$ 1,668,199	\$ 22,328,122	\$ 15,200,821	\$ 1,668,199	\$ (13,532,622)
Bulk Terminal	\$ 5,397,500	\$ 69,880	\$ 5,327,620	\$ 2,797,500	\$ 69,880	\$ (2,727,620)
La Quinta	\$ 9,637,500	\$ 536,558	\$ 9,100,942	\$ 4,387,500	\$ 536,558	\$ (3,850,942)
Property & Buildings	\$ 36,196,305	\$ 7,931,926	\$ 28,264,379	\$ 32,202,000	\$ 7,931,926	\$ (24,270,074)
Railroads	\$ 17,110,000	\$ 10,951,587	\$ 6,158,413	\$ 12,060,000	\$ 10,951,587	\$ (1,108,413)
Port Operations	\$ 1,086,000	\$ 160,242	\$ 925,758	\$ 1,086,000	\$ 160,242	\$ (925,758)
Administration	\$ 1,355,000	\$ 212,979	\$ 1,142,021	\$ 950,666	\$ 212,979	\$ (737,687)
Total Capital Projects	\$ 109,508,626	\$ 32,431,884	\$ 77,076,742	\$ 81,274,487	\$ 32,431,884	\$ (48,842,603)

Bond Projects

BOND PROJECT PROCEEDS - (As of September, 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	\$ (35,075,365)	\$ 461,909	\$ -
Oil Dock 14	\$ 28,000,000	\$ (277,552)	\$ 27,722,448	\$ (24,495,425)	\$ -	\$ 3,227,023
Access Road & Rail	\$ 10,000,000	\$ (99,126)	\$ 9,900,874	\$ 15,626	\$ -	\$ 9,916,500
Tule Lift Bridge	\$ 18,000,000	\$ (178,426)	\$ 17,821,574	\$ (225,157)	\$ -	\$ 17,596,417
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	\$ (5,680,751)	\$ -	\$ 259,774
La Quinta-Aquatic Habitat	\$ 4,020,000	\$ (39,849)	\$ 3,980,151	\$ (1,910,633)	\$ -	\$ 2,069,518
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ (39,055)	\$ 3,900,945	\$ (24,039)	\$ -	\$ 3,876,906
La Quinta Dock	\$ 2,800,000	\$ (27,755)	\$ 2,772,245	\$ (2,669,911)	\$ -	\$ 102,334
Total Bond Projects	\$ 115,000,000	\$ (1,139,946)	\$ 113,860,054	\$ (76,811,582)	\$ -	\$ 37,048,472



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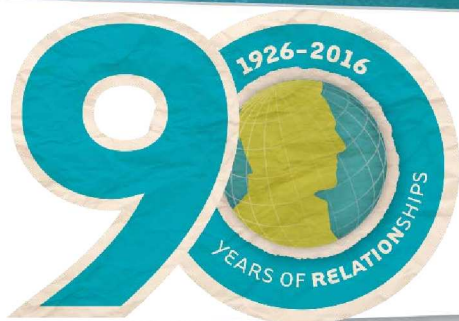
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Thank You



INVESTMENT REPORT

For the Quarter Ended September 30, 2016



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- **Compliance Statement**
- **Executive Summary**
- **Investment Values and Yield Returns**
- **Allocation Analysis**
- **Portfolio Balances**
- **Weighed Average Maturities (WAM)**
- **Rates**
- **Benchmarks**
- **Appendix**
 - ❖ **Investment Portfolio Report**
 - ❖ **Investment Transactions**

Compliance Statement

We believe the investment information presented for the quarter ending September 30, 2016, is accurate in all material respects, and is presented in a manner that fairly sets forth the investment standing of the Port of Corpus Christi Authority (Authority).

This report was prepared in compliance with the Authority's Investment Policy, Investment Strategy, and the Public Funds Investment Act of the State of Texas (Texas Government Code 2256.023).



Dennis J. DeVries
Director of Finance



Audre Debler
Chief Accountant

Executive Summary

The accompanying quarterly investment report lists in summary form and in detail the investment positions of the Port of Corpus Christi Authority's (Authority) operating funds as of September 30, 2016. As of that date, the Authority had a total of approximately \$257.5 million invested in a local government investment pools, money market accounts, agencies, treasuries, certificates of deposit, and municipal securities.

The goal of the Authority is to ensure the safety of all funds entrusted to the Authority, the availability of those funds for the payment of all necessary obligations of the Authority, and to provide for the investment of all funds, not immediately required, in securities earning a reasonable market yield. The safety of principal and liquidity shall always be the primary concern. The Authority's intention is to hold investments to maturity while receiving the highest reasonable market yield in accordance with its objectives at the date of investment. It is not the intent to devote substantial efforts to earn profit on investment market fluctuations. Investments will be purchased because of their interest yield expectations over their remaining life rather than for speculative purposes.

All investments in the portfolio are fully secured and will return 100% of par value if held to maturity. The Authority's investments are usually held to maturity, and any gains (losses) in market value will be reflected in market prices created by changes in interest rates during the quarter.

QUARTERLY SUMMARY:

June 30, 2016

Beginning Book	\$ 249,513,590
Beginning Market	\$ 249,736,162
Unrealized Gain/(Loss)	\$ 222,572
WAM	255 Days
Net Quarterly Yield	0.648%
Yield at End of Quarter	0.659%
Benchmark for Quarter	0.570%
Earnings for Quarter	\$ 403,119

September 30, 2016

Ending Book	\$ 257,523,549
Ending Market	\$ 257,593,374
Unrealized Gain/(Loss)	\$ 69,825
WAM	260 Days
Net Quarterly Yield	0.685%
Yield at End of Quarter	0.695%
Benchmark for Quarter	0.560%
Earnings for Quarter	\$ 443,281

113



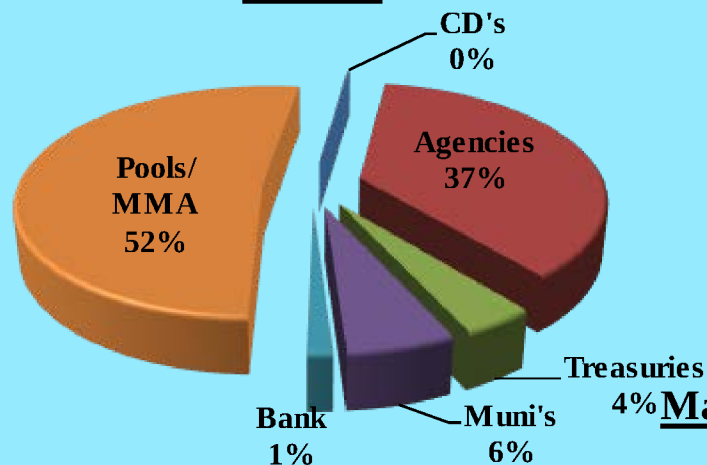
Asset Detail

	Values	Yields
Bank	\$ 47,977,553	0.111%
Texpool	\$ 35,539,747	0.380%
Texpool Prime	\$ 46,784,309	0.707%
Money Market Account	\$ 247,087	0.350%
Certificates of Deposit	\$ 490,000	0.875%
Commercial Paper	\$ 9,992,583	0.904%
Federal Agencies	\$ 95,461,715	1.051%
Treasuries	\$ 9,986,722	0.825%
Municipal Bonds	\$ 11,043,833	0.807%
Total	\$ 257,523,549	0.695%

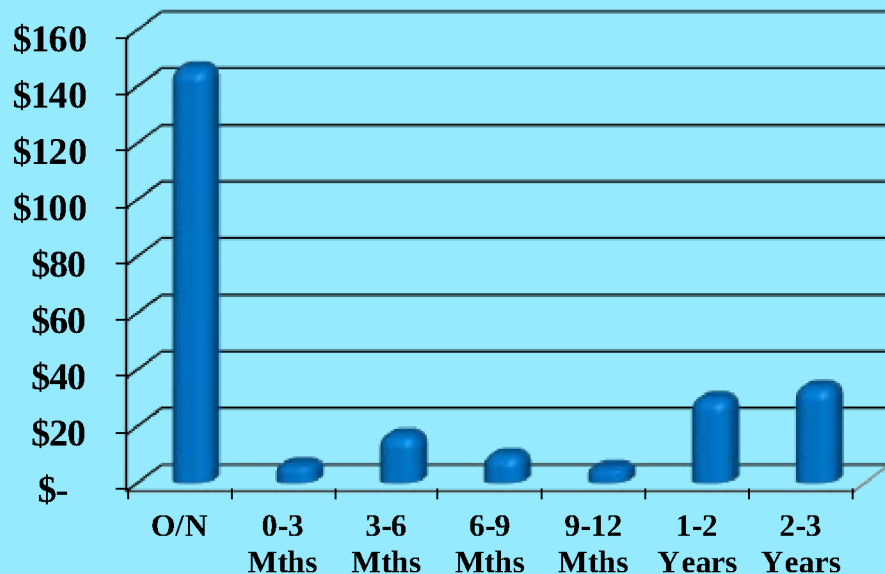
Allocation Analysis

Asset Allocation

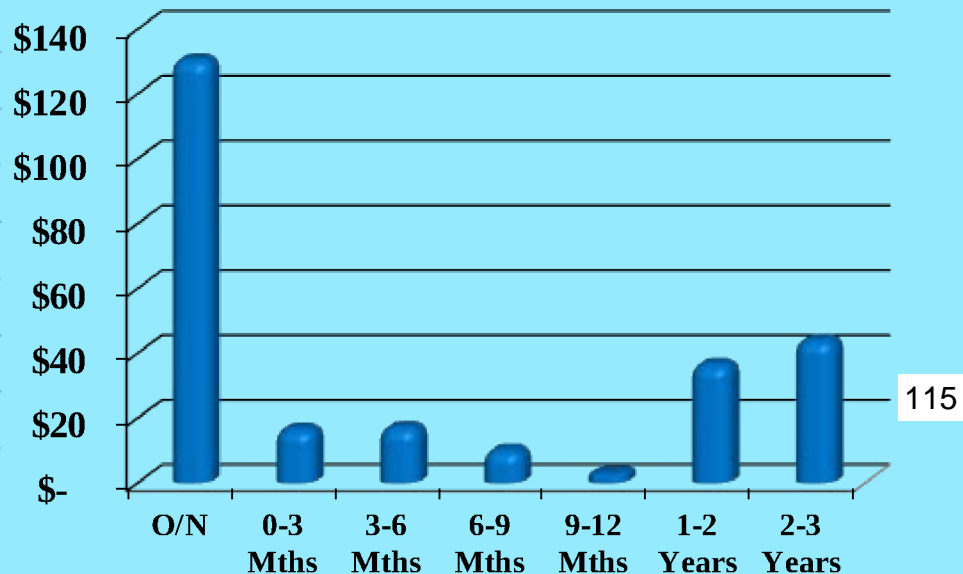
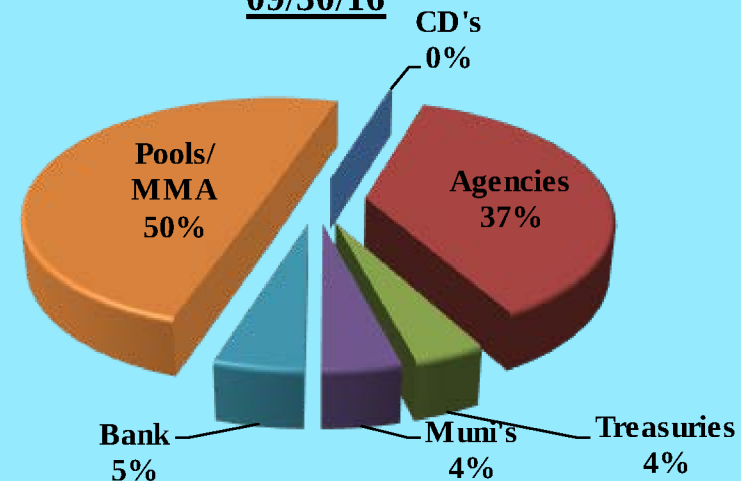
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Maturity Allocation (in Millions)



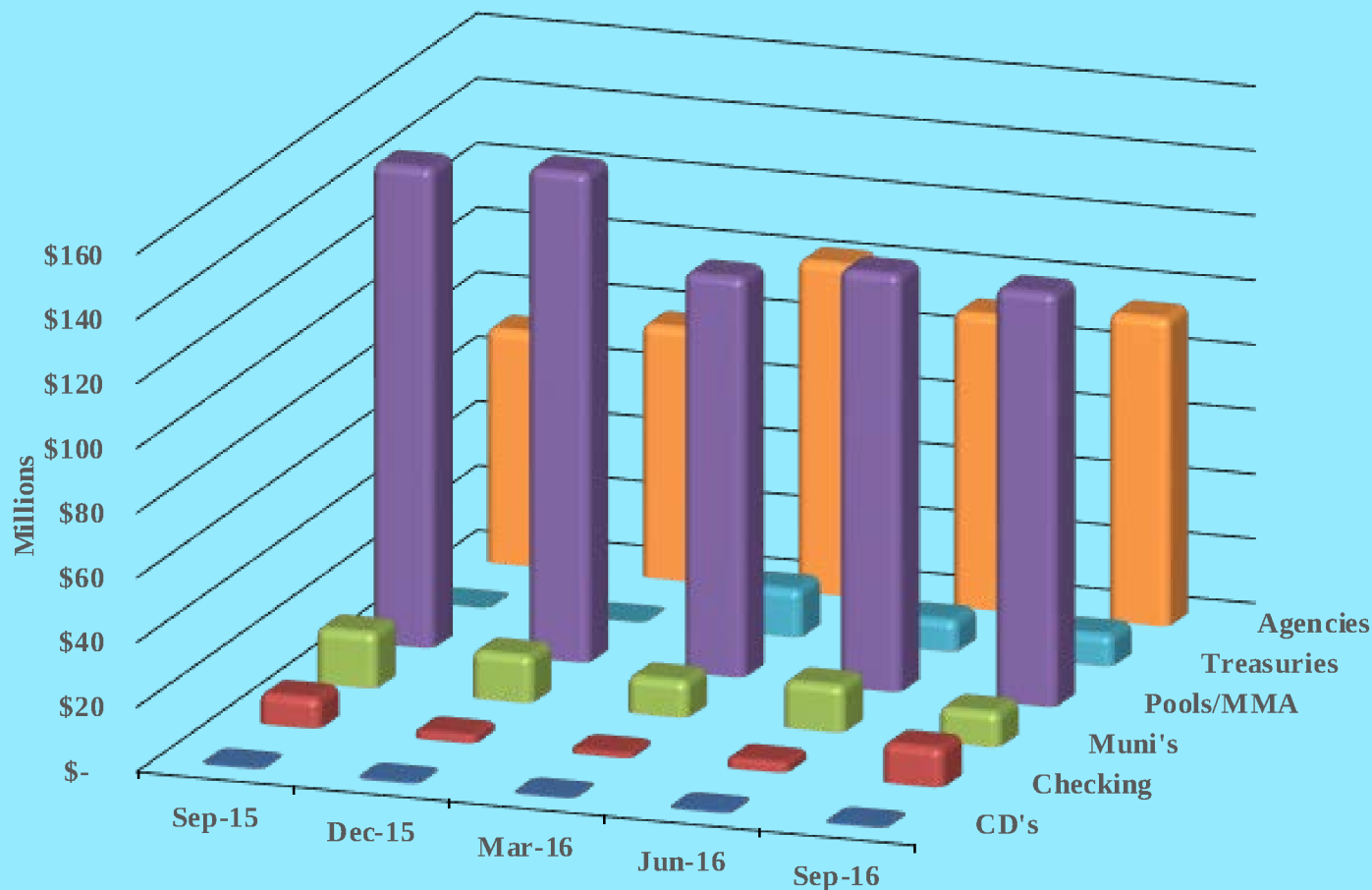
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Allocation Analysis

Quarterly Asset Allocation

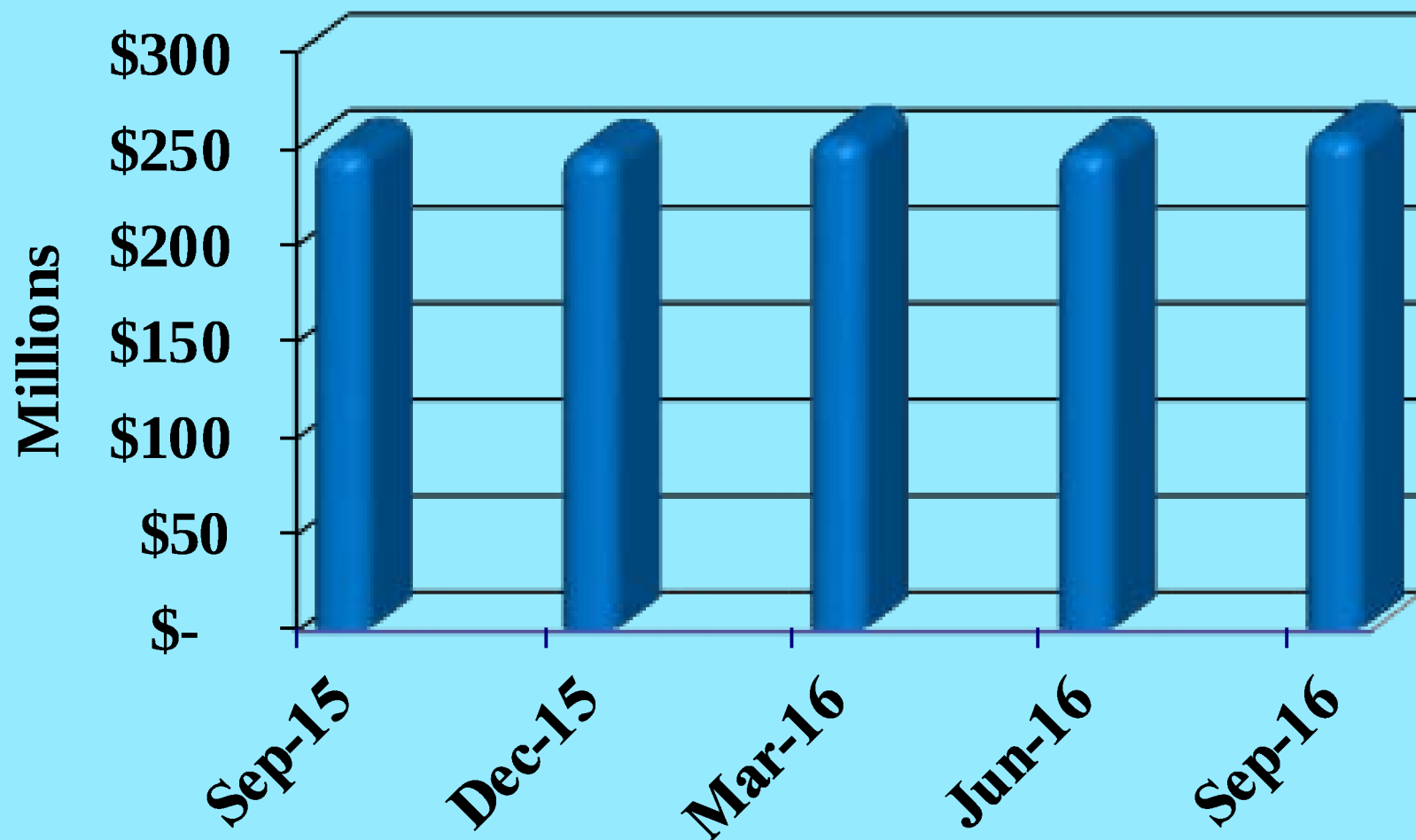




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Portfolio Balances

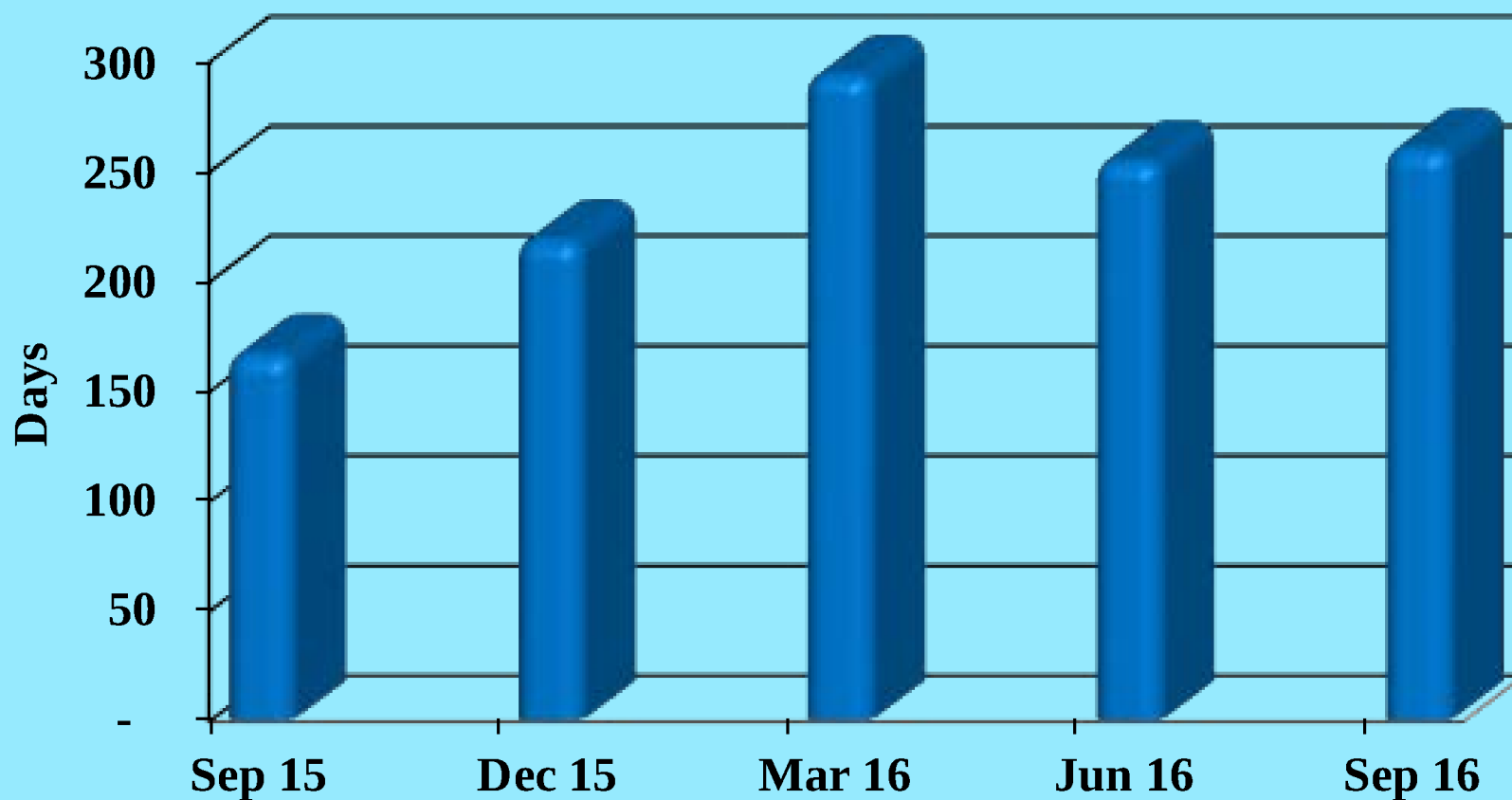




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Weighted Average Maturity (WAM)

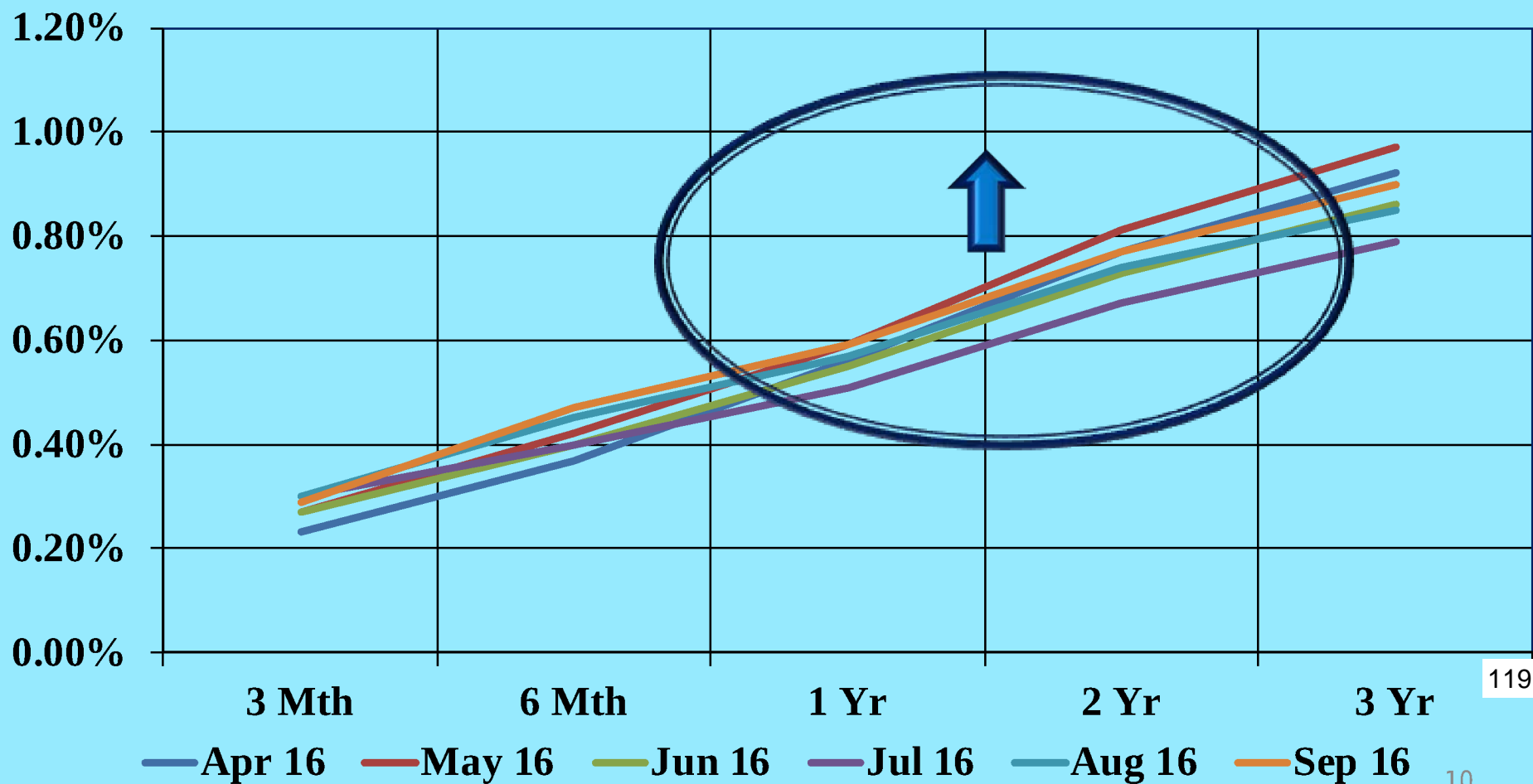




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Rates





	September 2015	December 2015	March 2016	June 2016	September 2016
3 Month Treasury	0.040%	0.130%	0.290%	0.260%	0.300%
6 Month Treasury	0.170%	0.320%	0.450%	0.400%	0.440%
1 Year Treasury	0.350%	0.470%	0.580%	0.570%	0.560%
Portfolio Yield	0.300%	0.407%	0.659%	0.659%	0.695%

■ 3 Month Treasury ■ 6 Month Treasury ■ 1 Year Treasury ■ Portfolio Yield



Benchmark Review

	Q1-2016	\$ Impact
Investment Portfolio	0.685%	
3 Mth Treasury Bill	0.300%	\$244,012
6 Mth Treasury Bill	0.440%	\$155,280
12 Mth Treasury Bill	0.560%	\$79,225



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Appendix



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Investment Portfolio

Purchase Date	Type	Maturity Date	Days to Maturity at Purchase	Remaining Days to Maturity	Coupon/Rate	Book Yield (%)	Par Value	Book Value	Market Value	Unrealized Gain(Loss)	Quarterly Accrued Interest
09/30/2016	Operating Fund	10/01/2016	1	1	0.000%	0.000%	\$ 11,475,369	\$ 11,475,369	\$ 11,475,369	\$ -	\$ -
09/30/2016	Vendor Fund	10/01/2016	1	1	0.000%	0.000%	\$ 951,373	\$ 951,373	\$ 951,373	\$ -	\$ -
09/30/2016	Payroll Fund	10/01/2016	1	1	0.000%	0.000%	\$ 2,603	\$ 2,603	\$ 2,603	\$ -	\$ -
09/30/2016	Asset Forfeiture Fund	10/01/2016	1	1	0.045%	0.045%	\$ 16,860	\$ 16,860	\$ 16,860	\$ -	\$ 2
Total Bank							\$ 12,446,204	\$ 12,446,204	\$ 12,446,204	\$ -	\$ 2
09/30/2016	TEXPOOL	10/01/2016	1	1	0.380%	0.380%	\$ 35,539,747	\$ 35,539,747	\$ 35,539,747	\$ -	\$ 37,658
09/30/2016	TEXPOOL-Prime	10/01/2016	1	1	0.707%	0.707%	\$ 46,784,309	\$ 46,784,309	\$ 46,784,309	\$ -	\$ 71,047
09/30/2016	Wells Fargo MMMF	10/01/2016	1	1	0.150%	0.150%	\$ 35,531,348	\$ 35,531,348	\$ 35,531,348	\$ -	\$ 12,663
09/30/2016	East West Bank - MMA	10/01/2016	1	1	0.350%	0.350%	\$ 247,087	\$ 247,087	\$ 247,087	\$ -	\$ 218
07/29/2016	Mountcliff Funding CP	08/31/2016	33	0	0.550%	0.550%	\$ -	\$ -	\$ -	\$ -	\$ 5,042
07/29/2016	Mountcliff Funding CP	10/31/2016	94	31	0.892%	0.892%	\$ 10,000,000	\$ 9,992,583	\$ 9,992,583	\$ -	\$ 15,822
08/04/2016	Mountcliff Funding CP	09/15/2016	42	0	0.550%	0.550%	\$ -	\$ -	\$ -	\$ -	\$ 6,417
Total Pools/MMA/CP							\$ 128,102,491	\$ 128,095,074	\$ 128,095,074	\$ -	\$ 148,866
10/18/2015	Certificate of Deposit-1st Community	10/18/2016	366	17	1.250%	1.250%	\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 772
11/05/2015	Certificate of Deposit-Prosperity	11/05/2016	366	35	0.500%	0.500%	\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 309
Total Certificate of Deposits							\$ 490,000	\$ 490,000	\$ 490,000	\$ -	\$ 1,081
11/21/2014	FHLB Note	09/09/2016	658	0	2.000%	0.746%	\$ -	\$ -	\$ -	\$ -	\$ 5,273
04/10/2015	FHLB	11/01/2016	571	31	0.750%	0.552%	\$ 2,000,000	\$ 2,000,171	\$ 2,000,470	\$ 299	\$ 2,612
04/28/2015	FNMA	07/05/2016	434	0	0.375%	0.344%	\$ -	\$ -	\$ -	\$ -	\$ 194
07/14/2015	FHLMC	07/14/2017	731	286	0.900%	0.887%	\$ 3,000,000	\$ 3,000,000	\$ 3,006,228	\$ 6,228	\$ 6,750
09/08/2015	FHLMC	09/08/2017	731	342	1.000%	0.986%	\$ -	\$ -	\$ -	\$ -	\$ 4,653
10/29/2015	FHLMC	10/29/2018	1,096	758	1.160%	1.160%	\$ 7,000,000	\$ 7,000,000	\$ 7,001,344	\$ 1,344	\$ 20,300
10/30/2015	FNMA Step-Up	10/29/2018	1,095	758	0.750%	0.750%	\$ 5,000,000	\$ 5,000,000	\$ 4,999,430	\$ (570)	\$ 9,375
11/23/2015	FHLB	06/09/2017	564	251	1.000%	0.809%	\$ 5,000,000	\$ 5,006,521	\$ 5,013,190	\$ 6,669	\$ 10,133
11/24/2015	FNMA	05/21/2018	909	597	0.875%	1.165%	\$ 5,000,000	\$ 4,976,650	\$ 5,004,440	\$ 27,790	\$ 14,499
11/24/2015	FHLB	11/17/2017	724	412	0.940%	0.990%	\$ 5,000,000	\$ 4,997,210	\$ 5,009,975	\$ 12,765	\$ 12,369
11/24/2015	FFCB	11/19/2018	1,091	779	1.290%	1.281%	\$ 5,000,000	\$ 5,000,929	\$ 5,034,645	\$ 33,716	\$ 16,016
01/07/2016	US Treasury Note	02/28/2017	418	151	0.500%	0.825%	\$ 10,000,000	\$ 9,986,722	\$ 10,005,710	\$ 18,988	\$ 20,713
01/07/2016	FFCB	04/21/2017	470	203	0.500%	0.885%	\$ 5,000,000	\$ 4,989,386	\$ 4,997,745	\$ 8,359	\$ 11,026
01/27/2016	FHLB	07/27/2018	912	665	1.375%	1.375%	\$ -	\$ -	\$ -	\$ -	\$ 9,931
04/05/2016	FHLB	04/05/2019	1,095	916	1.350%	1.350%	\$ 7,000,000	\$ 7,000,000	\$ 7,000,063	\$ 63	\$ 23,625
05/24/2016	FHLMC	05/24/2019	1,095	965	1.400%	1.400%	\$ -	\$ -	\$ -	\$ -	\$ 20,611
05/27/2016	FFCB	02/16/2018	630	503	0.750%	0.940%	\$ 5,000,000	\$ 4,987,085	\$ 4,998,220	\$ 11,135	\$ 11,723
06/29/2016	FHLMC	06/29/2018	730	636	1.150%	1.150%	\$ -	\$ -	\$ -	\$ -	\$ 14,056
07/29/2016	FFCB	01/11/2018	531	468	0.690%	0.829%	\$ 7,000,000	\$ 6,998,056	\$ 6,986,350	\$ (11,706)	\$ 20,374
08/23/2016	FHLB	08/23/2018	730	692	1.125%	1.025%	\$ 7,000,000	\$ 7,001,011	\$ 7,000,315	\$ (696)	\$ 7,574
08/23/2016	FNMA	08/23/2019	1,095	1,057	1.100%	1.100%	\$ 10,000,000	\$ 10,000,000	\$ 9,988,860	\$ (11,140)	\$ 11,611
08/24/2016	FHLB	05/24/2018	638	601	1.000%	1.002%	\$ 5,000,000	\$ 5,000,000	\$ 4,993,180	\$ (6,820)	\$ 5,139
09/06/2016	FNMA	09/06/2019	1,095	1,071	1.125%	1.125%	\$ 10,000,000	\$ 10,000,000	\$ 9,985,640	\$ (14,360)	\$ 7,813
09/12/2016	FNMA	12/20/2017	464	446	0.875%	0.720%	\$ 2,500,000	\$ 2,504,697	\$ 2,503,730	\$ (967)	\$ 951
Total Treasuries/Agencies							\$ 105,500,000	\$ 105,448,438	\$ 105,529,535	\$ 81,097	\$ 267,321



PORT CORPUS CHRISTI®

Moving America's Energy

Investment Portfolio

Purchase Date	Type	Maturity Date	Days to Maturity at Purchase	Remaining Days to Maturity	Coupon/Rate	Book Yield (%)	Par Value	Book Value	Market Value	Unrealized Gain(Loss)	Quarterly Accrued Interest
11/13/2014	Randolph MA	09/01/2016	658	0	2.000%	0.691%	\$ -	\$ -	\$ -	\$ -	\$ 1,476
08/20/2015	Hamden CT	08/18/2016	364	0	3.000%	0.642%	\$ -	\$ -	\$ -	\$ -	\$ 2,091
03/24/2016	Town of Guttenberg NJ	03/16/2017	357	167	2.000%	0.770%	\$ 7,000,000	\$ 7,039,145	\$ 7,030,240	\$ (8,905)	\$ 13,648
05/13/2016	Jersey City NJ	12/09/2016	210	69	1.500%	0.871%	\$ 4,000,000	\$ 4,004,687	\$ 4,002,320	\$ (2,367)	\$ 8,796
Total Municipal Securities							\$ 11,000,000	\$ 11,043,833	\$ 11,032,560	\$ (11,273)	\$ 26,011
Total Investments							\$ 257,538,696	\$ 257,523,549	\$ 257,593,374	\$ 69,825	\$ 443,281

SUMMARY:	Total	Bank	Pools/ MMA/CP	CD's	Treasuries/ Agencies	Municipal Securities
Valuation Date:	09/30/2016					
Book Value:	\$ 257,523,549	\$ 12,446,204	\$ 128,095,074	\$ 490,000	\$ 105,448,438	\$ 11,043,833
% of Portfolio	100.00%	4.83%	49.74%	0.19%	40.95%	4.29%
Average Maturity:	260 Days	1 Days	3 Days	26 Days	618 Days	131 Days
Average Rate of Return:	0.683%	0.000%	0.476%	0.875%	1.002%	0.807%



PORT CORPUS CHRISTI®

Moving America's Energy

Investment Transactions

Port of Corpus Christi Authority Investment Transactions For the Quarter Ended September 30, 2016

Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Purchased (Sold)	Total Transaction
<u>Purchases:</u>										
07/29/2016	07/29/2016	FFCB	0.690%	0.829%	01/11/2018	\$ 7,000,000	99.800	\$ 6,986,000	\$ -	\$ 6,986,000
07/29/2016	07/29/2016	Mountcliff Funding CP	0.892%	0.892%	10/31/2016	\$ 10,000,000	99.768	\$ 9,976,761	\$ -	\$ 9,976,761
07/29/2016	07/29/2016	Mountcliff Funding CP	0.550%	0.550%	08/31/2016	\$ 10,000,000	99.950	\$ 9,994,958	\$ -	\$ 9,994,958
08/04/2016	08/04/2016	Mountcliff Funding CP	0.550%	0.550%	09/15/2016	\$ 10,000,000	99.936	\$ 9,993,583	\$ -	\$ 9,993,583
08/23/2016	08/23/2016	FHLB	1.125%	1.025%	08/23/2018	\$ 7,000,000	100.025	\$ 7,001,750	\$ -	\$ 7,001,750
08/23/2016	08/23/2016	FNMA	1.100%	1.100%	08/23/2019	\$ 10,000,000	100.000	\$ 10,000,000	\$ -	\$ 10,000,000
08/24/2016	08/24/2016	FHLB	1.000%	1.002%	05/24/2018	\$ 5,000,000	100.000	\$ 5,000,000	\$ -	\$ 5,000,000
09/06/2016	09/06/2016	FNMA	1.125%	1.125%	09/06/2019	\$ 10,000,000	100.000	\$ 10,000,000	\$ -	\$ 10,000,000
09/12/2016	09/12/2016	FNMA	0.875%	0.720%	12/20/2017	\$ 2,500,000	100.196	\$ 2,504,900	\$ -	\$ 2,504,900
Total Purchases						\$ 71,500,000		\$ 71,457,953	\$ -	\$ 71,457,953
KS										
Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Purchased (Sold)	Total Transaction
<u>Maturities:</u>										
07/05/2016	04/27/2015	FNMA	0.375%	0.344%	07/05/2016	\$ 5,000,000	100.00	\$ 5,000,000	\$ -	\$ 5,000,000
08/18/2016	08/20/2015	Hamden CT	3.000%	0.006%	08/18/2016	\$ 2,405,000	100.00	\$ 2,405,000	\$ -	\$ 2,405,000
08/31/2016	07/29/2016	Mountcliff Funding CP	0.550%	0.550%	08/31/2016	\$ 10,000,000	100.00	\$ 10,000,000	\$ -	\$ 10,000,000
09/01/2016	11/13/2014	Randolph MA	2.000%	0.691%	09/01/2016	\$ 1,245,000	100.00	\$ 1,245,000	\$ -	\$ 1,245,000
09/09/2016	11/21/2014	FHLB	2.000%	0.746%	09/09/2016	\$ 5,000,000	100.00	\$ 5,000,000	\$ -	\$ 5,000,000
09/15/2016	08/04/2016	Mountcliff Funding CP	0.550%	0.550%	09/15/2016	\$ 10,000,000	100.00	\$ 10,000,000	\$ -	\$ 10,000,000
09/08/2016	09/08/2015	FHLMC	1.000%	0.986%	09/08/2017	\$ 2,500,000	100.00	\$ 2,500,000	\$ -	\$ 2,500,000
09/29/2016	06/29/2016	FHLMC	1.150%	1.150%	06/29/2018	\$ 5,000,000	100.00	\$ 5,000,000	\$ -	\$ 5,000,000
07/27/2016	01/27/2016	FHLB	1.375%	1.375%	07/27/2018	\$ 10,000,000	100.00	\$ 10,000,000	\$ -	\$ 10,000,000
08/24/2016	05/24/2016	FHLMC	1.400%	1.400%	05/24/2019	\$ 10,000,000	100.00	\$ 10,000,000	\$ -	\$ 10,000,000
Total Maturities						\$ 61,150,000		\$ 61,150,000	\$ -	\$ 61,150,000
Total Net Transactions						\$ 10,350,000		\$ 10,307,953	\$ -	\$ 10,307,953



PORT CORPUS CHRISTI®

Moving America's Energy

Thank You

DATE: November 15, 2016

TO: Port Commission

FROM: Rosie Collin
rosie@pocca.com
(361) 885-6115

Approve Annual Development Services Agreements for 2017

The Texas Water Code allows the Port of Corpus Christi Authority to set aside out of current income from its operations a Promotion and Development Fund. The Water Code further provides that money in the Development Fund shall be spent by the Port Commission (i.e., the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district's relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in its ports, waterways, harbors, or terminals. The organizations listed below provide services to the Port Authority, promote the development of the Port Authority and its waters and facilities, and sponsor activities that advertise and promote the Port Authority. These organizations perform services and assistance in promoting the development of the Port of Corpus Christi pursuant Development Services Agreements with PCCA.

Staff has prepared a Development Services Agreement for each of the listed organizations for 2017 and recommends that the Port Commission approve these agreements. The amounts to be paid to each organization under its Development Services Agreement for 2017 are as follows:

Coastal Bend Bays & Estuaries Program:	\$160,000
United Corpus Christi Chamber of Commerce:	\$60,000
South Texas Military Task Force	\$75,000
Corpus Christi Regional Economic Development Corporation:	\$320,000
Robstown Improvement Development Commission:	\$35,000
San Patricio Economic Development Corporation:	<u>\$70,000</u>
TOTAL PAYMENTS:	\$720,000

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Yes.

PORT DEVELOPMENT SERVICES AGREEMENT 2017

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2017 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the UNITED CORPUS CHRISTI CHAMBER OF COMMERCE, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of sixty thousand and No/100 Dollars (\$60,000.00) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

President & CEO
United Corpus Christi Chamber of Commerce
1501 N. Chaparral
Corpus Christi, Texas 78401
Ph: (361) 881-1800
Fax: (361) 882-4256

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____

John P. LaRue
Executive Director

Date: _____

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. provide support to the Port on its community relations and government relations activities at the local, state and federal levels;
2. provide assistance for major Port projects and initiatives;
3. top placement of the Port in the Provider's quarterly newsletter; weekly emails and the Chamber webpage;
4. tables and sponsorships at no additional charge at all Provider's functions;
5. appointment of a Port Commission or staff member to the Provider's Board of Directors;
6. provide assistance on state and federal legislative issues; and
7. provide assistance on windstorm insurance.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. None

PORT DEVELOPMENT SERVICES AGREEMENT 2017

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2017 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **CORPUS CHRISTI REGIONAL ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of three hundred twenty thousand and No/100 Dollars (\$320,000.00 (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

President/Chief Executive Officer
Corpus Christi Regional Economic Development Corporation
800 N. Shoreline Blvd.
Suite 1300 South Tower
Corpus Christi, Texas 78401
Ph: (361) 822-7448
Fax: (361) 882-9930

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____

John P. LaRue
Executive Director

Date: _____

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. produce economic impact studies or reports within the Provider's areas of expertise as requested by the Port to evaluate or support potential projects, industries or major cargo movements which may occur or be located in the Port of Corpus Christi;
2. prepare and execute a program with Port involvement to market the public and private property that is accessible via the Joe Fulton International Trade Corridor, the La Quinta Terminal Gateway, the San Patricio County Industrial Development Corridor and Harbor Island;
3. provide a calendar of shows, expos and exhibitions in which the Provider will participate as exhibitor so that Port staff may decide if its participation would be beneficial;
4. ensure the Port has knowledge of and participates in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services, with the approval of the prospective company interested in the Port;
5. research and develop information, within the Provider's areas of expertise, regarding the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property, including foreign direct investment;
6. disseminate the information described in item number 5 above to the public through various and diverse means as deemed appropriate by the Board of Directors of the Provider;
7. create and implement strategies and programs to retain and expand existing port-related industries and enterprises;
8. promote the Port at Provider scheduled tradeshow, conferences and seminars;
9. support the Port's state and federal legislative agenda with letters of support and testimony;
10. within the Provider's areas of expertise, provide demographic research for grant requests made by the Port for community development funds and infrastructure funds for Port projects such as the La Quinta Terminal Gateway and the San Patricio County Industrial Development Corridor; and
11. assist the Port with regional, national and international trade activities.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be entitled to nominate two (2) persons to serve as members of the board of directors of the Provider, which persons may be Port Commissioners. Also, the Executive Director of the Port shall serve as an ex-officio, non-voting member of the Provider's board of directors. Both of the persons nominated by the Port shall be elected to the board of directors of the Provider by a majority vote of its board. If either of the Port's nominees is not elected to the Provider's board of directors when the vote is taken, this Agreement shall automatically terminate. In the event the Port fails to renew this Agreement or make the annual appropriations required under this Agreement, all directors nominated by the Port and appointed by the Provider shall forfeit their remaining terms of office.

2. The Port shall have one reserved table at each of the Provider's member events at no additional cost. At events that are open to the public and are designated as fund-raising events by the Provider's Board of Directors, a table shall not be provided.

3. The Provider shall, on request, prepare articles for publication on community involvement, support, and initiatives in collaboration with the Port.

4. The Port shall be recognized as a Provider member in areas and publications in which it is typical for the Provider's members to be recognized.

PORT DEVELOPMENT SERVICES AGREEMENT 2017

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2017 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **ROBSTOWN IMPROVEMENT DEVELOPMENT CORPORATION**, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of thirty five thousand and No/100 Dollars (\$35,000.00) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

Executive Director
Robstown Improvement Development Corporation
P.O. Box 872
Robstown, Texas 78380
Ph: (361) 387-4589
Fax: (361)

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____

John P. LaRue
Executive Director

Date: _____

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. ensure the Port has knowledge of and participates in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
2. include specifically in the Provider's quarterly Activity Reports (to be provided to the Port in writing no later than 15 days following each quarter) information regarding all contacts, conversations and meetings with persons or entities inquiring about, interest in, or requiring Port of Corpus Christi land, facilities or services;
3. research and develop information regarding area economics, finance, education and training, housing, human relations, planning and development, and other similar matters of public concern to further the goal of the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property;
4. disseminate information described in item 3 above to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
5. aggressively promote the retention of all military facilities in the Corpus Christi Bay area, as well as the addition of new military facilities through contact with public officials, disseminating information, and any other appropriate activities;
6. promote Nueces County to prospects for new port-related industries and enterprises, especially those that would substantially increase employment'
7. create and implement strategies and programs to keep and expand existing port-related industries and enterprises; and
8. participate in a local International Trade Conference for the South Texas community with the Port's involvement that focuses on export/import regulations, permit requirements, and business opportunities for local businesses.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be a member of the Provider during the term of this Agreement without having to pay any dues. The Port shall be entitled to appoint two representatives to the Provider's Board of Directors.
2. The Port shall have the status of an annual meeting sponsor at no additional cost to the Port.
3. The Provider shall prepare newsletter articles on community involvement, support, and initiatives in collaboration with Port staff.
4. The Port shall be recognized as a Provider member on the Provider's website, the Port's logo shall be displayed on the Provider's website, and the Provider's website shall contain a hyperlink to the Port's website under the Port's logo.

PORT DEVELOPMENT SERVICES AGREEMENT 2017

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2017 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **SAN PATRICIO ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of seventy thousand and No/100 Dollars (\$70,000.00) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

Executive Director
San Patricio County Economic Development Corporation
Box 238
Gregory, Texas 78359
Ph: (361) 643-4744
Fax: (361) 643-4394

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____

John P. LaRue
Executive Director

Date: _____

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. assist the Port with the development of its La Quinta Trade Gateway Project;
2. assist the Port with the development of LNG Projects on Port-owned land;
3. assist with and provide support for the activities of the Port regarding the Rural Rail District;
4. ensure the Port's knowledge of and participation in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
5. except as otherwise provided in Section 5 of the Agreement, include specifically in the Provider's quarterly Activity Reports information regarding all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
6. research and develop information regarding area economics, finance, education and training, housing, human relations, planning and development, and other similar matters of public concern to further the goal of the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property;
7. disseminate the information described in item 6 above to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
8. aggressively promote the retention of all military facilities in the Corpus Christi Bay area, as well as the addition of new military facilities through contact with public officials, disseminating information, incentives, and any other appropriate activities;
9. promote San Patricio County to prospects for new port-related industries and enterprises, especially those that would substantially increase employment;
10. create and implement strategies and programs to keep and expand existing Port-related existing industries and enterprises; and
11. support the Port's state and federal legislative agenda with letters of support and testimony.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be a member of the Provider during the term of this Agreement without having to pay any dues. The Port shall be entitled to appoint two representatives to the Provider's Board of Directors.
2. The Port shall have the status of an annual meeting sponsor at no additional cost to the Port.
3. The Provider shall prepare newsletter articles on community involvement, support, and initiatives in collaboration with Port staff.
4. The Port shall be recognized as a Provider member on the Provider's website, the Port's logo shall be displayed on the Provider's website, and the Provider's website shall contain a hyperlink to the Port's website under the Port's logo.

EMERGENCY: No.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Staff recommends approval of Annual Economic Development Agreements for the year 2017.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Rosie Collin Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Jarl Pederson

LIST OF SUPPORTING DOCUMENTS:

EDC Agreements

PORT DEVELOPMENT SERVICES AGREEMENT

This Port Development Services Agreement ("Agreement") is made and entered into effective as of January 1, 2017 (the "Effective Date") by and is between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), whose address is 222 Power Street, Corpus Christi, Texas 78401, and **Coastal Bend Bays & Estuaries Program** ("Service Provider"), whose address is 615 N. Upper Broadway, Suite 1200, Corpus Christi, Texas 78401.

RECITALS:

Whereas, the Authority is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly; Chapters 60 and 62 of the Texas Water Code (the "Water Code"); and

Whereas, Section 60.003 of the Water Code provides that a navigation district may contract with any person necessary or convenient to the operation or development of the district's ports and waterways; and

Whereas, the Authority wishes to engage Service Provider to provide the professional services and related items described in Exhibit A attached to this Agreement ("Exhibit A") and incorporated herein for all purposes; and

Whereas, the Service Provider wishes to provide the professional services and related items described in Exhibit A (collectively, the "Contracted Services") on the terms and for the consideration described in this Agreement; and

Whereas, the Port Commission believes that the expenditure of Authority funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Sections 60.003 and 60.203 of the Water Code, and will aid in the development of the Authority's ports and waterways and will further the general welfare of the Authority and the citizens of Nueces and San Patricio Counties, Texas;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

AGREEMENT:

1. CONTRACTED SERVICES: During the term of this Agreement, the Service Provider will provide the Contracted Services to the Authority.

2. TERM AND CONSIDERATION: The term of this Agreement is from the 1st day of January 2017, to the 31st day of December 2017. In consideration of Service Provider's providing the Contracted Services, Authority will pay to Service Provider the sum of One Hundred Sixty Thousand Dollars (\$160,000.00), which sum will be paid as follows: \$40,000.00 in January, April, July, and October of 2017, upon submission of an invoice from the Service Provider for services to be performed. All payments to the Service Provider by the Authority

pursuant to this Agreement shall be made with funds from the Authority's Promotion and Development Fund.

3. COSTS AND EXPENSES: Service Provider will be responsible for all costs and expenses associated with providing the Contracted Services to Authority. Authority shall be under no obligation to provide any funding or incur any other costs or expenses in connection with the services to be provided.

4. OBLIGATION LIMITED: This Agreement shall be limited solely to the Contract Services. No obligation of Authority, expressed or implied, shall exist for funding any additional or different services by Service Provider.

5. BOARD OF DIRECTORS: The Authority will be entitled to appoint one (1) person to be a voting director of the board of directors of Service Provider, which person may be a Port Commissioner.

6. INDEPENDENT CONTRACTOR RELATIONSHIP: At all times during the term of this Agreement, the Service Provider shall be an independent contractor to the Authority, and the Service Provider shall not in any event be deemed an employee, partner, joint venture or other representative of the Authority. Any persons employed by the Service Provider shall at all times hereunder be deemed to be the employees of the Service Provider, and the Service Provider shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Service Provider. If required by law or statute, the Service Provider will provide workers' compensation insurance for all of its employees engaged in providing services to Authority. The Service Provider shall remain solely responsible for the supervision and performance of any such employees and of its volunteers in completing its obligations under this Agreement. Service Provider has no authority to bind the Authority to any contract, obligation or any other liability.

7. RECORDS: The Service Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of the funds paid to it by Authority in sufficient detail that a reasonable person could from a review of the said records determine the source and application of all funds paid the Service Provider by the Authority. In addition, if required to do so by the Authority, the Service Provider will provide the Authority a written report or reports which set forth the source and application of all funds paid the Service Provider by the Authority. The Service Provider will also make all reports to government or other entities necessary because of the nature of the services provided by the Service Provider.

8. COMPLIANCE: During the performance of this Agreement, the Service Provider agrees to comply with all applicable federal, state or local laws or regulations.

9. NOTICE: All notices or other communications relating to this Agreement will be made in writing and may be given by facsimile or electronic transmission addressed to the person to receive same, delivering the same to the person to be notified, or depositing the same in the United States mail, postage prepaid, certified return receipt requested, addressed as set forth in this paragraph. Until changed in writing, the notice addresses for the parties to this Agreement hereto shall be as follows:

Authority: Port of Corpus Christi
 Authority P. O. Box 1541
 Corpus Christi, Texas 78403
Attn.: Executive Director

Service Provider: Coastal Bend Bays & Estuaries Program
 615 N. Upper Broadway, Suite 1200
 Corpus Christi, Texas 78401
Attn: Executive Director

10. DEFAULT: This Agreement may be terminated upon default by either party upon thirty (30) days written notice to the other party. No waiver of performance by either party shall be construed or operate as a waiver of any subsequent default in any terms, covenants, and conditions of this Agreement.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and it shall be performable in Nueces County, Texas.

12. SEVERABILITY: If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

13. ASSIGNMENT AND SUCCESSORS: Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on, and inure to the benefit of the successors and permitted assigns of the parties.

14. AMENDMENTS AND COUNTERPARTS: No amendments, modifications or other changes to this Agreement shall be valid or effective without the written consent of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement

EXECUTED in duplicate originals effective the 1st day of January 2017.

AUTHORITY:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES CO

By: _____
John P. LaRue
Executive Director

SERVICE PROVIDER:

COASTAL BEND BAYS & ESTUARIES
PROGRAM

By:  _____
Ray Allen
Executive Director

**EXHIBIT A
TO SERVICES AGREEMENT**

The professional services and benefits to be provided to the Authority by the Service Provider consist of the environmental protection of the Coastal Bend bays and estuaries through various projects which would be advantageous to the future growth and vitality of the Port of Corpus Christi Authority and benefit the public welfare in Nueces and San Patricio Counties and shall include the following:

1. conduct research and development of information regarding the environmental conditions of the Coastal Bend bays and estuaries;
2. disseminate above information to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
3. advise the Port Commissioners of the Authority quarterly on environmental matters impacting port operations;
4. annual meeting sponsor status;
5. newsletter articles on community involvement, support, and initiatives in collaboration with the Authority's staff;
6. recognize the Authority as a member on the Coastal Bend Bays & Estuaries website and maintain hyperlink to the Authority's website;
7. support the Authority's legislative issues in Washington, D.C., through letters of support and testimony for community grants and infrastructure funds for projects benefiting the Authority and its customers, such as the I-69 Highway Project, the La Quinta Terminal Project, and the Corpus Christi Ship Channel Improvement Projects; and
8. any and all other lawful activities, which tend to aid, assist, or otherwise encourage the economic development of the Authority's ports and waterways.

End of Exhibit



DATE: November 15, 2016

TO: Port Commission

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

Approve First Amendment and Supplement of Professional Engineering Services Contract for an amount of \$9,700 with Lockwood, Andrews & Newnam, Inc. for Additional Engineering Services for Storm Water Quality Improvements at the Bulk Terminal.

SUMMARY: Staff requests approval of the First Amendment and Supplement of Professional Engineering Services Contract with Lockwood, Andrews and Newnam, Inc. (LAN) in the amount of \$9,700 for additional engineering services associated with the design of storm water quality improvements at the Bulk Terminal. These services are needed to complete the subsurface investigation and laboratory testing as recommended by LAN. Therefore, staff requests an amendment and supplement to the Professional Engineering Services Contract approved by the Port Commission at the September 20, 2016 Commission Meeting. Project costs associated with three previous authorizations total \$422,894.

BACKGROUND: Storm water quality improvements at the Bulk Terminal are a result of the environmental and recommended correction action measures study completed in 2014. The recommendations were separated into Phases and relate to an appropriate implementation of certain report recommendations. The scope of work for Phase I of this project includes the design of the dredging of storm water evaporation ponds on the public pads and a filtration system to improve storm water quality, increase the flow of storm water from the site in a more efficient manner, and reduce the maintenance requirements for this system.

In May 2015, the Port Commission authorized a Service Order No. 3 under Master Agreement 14-01 with LAN for an amount of \$349,994. In December 2015, the Port Commission authorized an additional Service Order No. 7 under the same master agreement for an amount of \$47,950. Unfortunately the Master Agreement expired before the additional work was completed for the final design of the Phase I improvements. Therefore, staff negotiated a Professional Engineering Services Contract with LAN for an amount of \$25,150 which the Port Commission approved at the September 20, 2016 Commission Meeting. Now, after completion of the structural verification technical evaluation, LAN has determined that supplemental subsurface investigation and laboratory testing to provide foundation recommendations is necessary.

Therefore, staff negotiated the attached First Amendment and Supplement of Professional Engineering Services Contract for an amount of \$9,700.

ALTERNATIVES: No.

CONFORMITY TO PORT POLICY: The storm water quality improvements at the Bulk Terminal also support the Port's Environmental Policy promoting environmental sustainability and water quality improvements. Once constructed, the storm water improvements are expected to aid in meeting benchmark levels of the Texas Pollution Discharge Effluent System (TPDES) general permit by reducing the pollutants in storm water runoff and reduce the retention of storm water on the facility. This also is in compliance with the Procurement Policy.

EMERGENCY: No.

FINANCIAL IMPACT: The project is included in the 2016 budget.

STAFF RECOMMENDATION: Staff recommends approval of the First Amendment and Supplement of Professional Engineering Services Contract with Lockwood, Andrews and Newnam, Inc. for an additional amount of \$9,700.00, and total contract amount not to exceed amount of \$34,859.00 for professional engineering services to design storm water system improvements at the Bulk Terminal.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

First Amendment and Supplement of Professional Engineering Services Contract with Lockwood, Andrews & Newnam, Inc.

**FIRST AMENDMENT AND SUPPLEMENT OF
PROFESSIONAL ENGINEER SERVICES CONTRACT**

This First Amendment and Supplement of Professional Engineering Services Contract (the “***Amendment***”) is made effective as of November 15, 2016 (“***Amendment Date***”) by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution (“***Authority***”), and Lockwood, Andrews and Newnam, Inc. (“***Engineer***”). Authority and Engineer are sometimes individually referred to herein as a “***Party***” and collectively as the “***Parties***”.

WHEREAS, Authority and Engineer entered into a Professional Engineer Services Contract dated September 20, 2016 (the “***Agreement***”), under the terms of which the Engineer agreed to perform the services described in the Scope of Services attached to the Agreement as Attachment A in connection with the Authority’s Storm Water Quality Improvements For Bulk Terminal – Phase I (the “***Project***”); and

WHEREAS, the Authority asked Engineer for a proposal to provide professional engineering services to complete a supplemental subsurface investigation and laboratory testing program and provide foundation recommendations for the Project; and

WHEREAS, in response to the Authority’s request for a proposal to provide the foregoing services Engineer submitted the proposal attached hereto as Attachment One (the “***Supplemental Proposal***”); and

WHEREAS, Authority wishes to accept the Supplemental Proposal and the Parties wish to amend and supplement the Agreement to incorporate the Supplemental Proposal in the Agreement;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Effective as of the Amendment Date, Attachment One to this Amendment, which is the Supplemental Proposal, shall constitute and be deemed to be a new Attachment One to the Agreement.

B. Section 1 of the Agreement is amended in its entirety to read 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 and in the “Tasks” set forth in Attachment One to this Contract, both of which are 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.

C. Section 7 of the Agreement is amended in its entirety to read as follows:

7. **COMPENSATION:** The compensation to be paid to Engineer for providing the Services shall be the compensation described in Attachment B or Attachment One hereto, as the case may be, both of which are incorporated herein by reference; provided, however, the total paid to Engineer shall not exceed thirty-four thousand, eight hundred fifty dollars (\$34,850) during the Initial Term of this Contract. Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

F. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 15th day of November, 2016.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue, Executive Director

LOCKWOOD, ANDREWS AND NEWNAM, INC

By: Stephen Gilbreath
Name: Stephen Gilbreath
Title: Vice President

Attachment One

Tasks

The Proposed Subsurface Investigation activities will include the following:

- Stake locations in the field prior to the field and clear of private underground utilities and provide the ground surface elevations and GPS coordinates for each boring location.
- Coordination with the Texas 811 System will be performed to identify underground utilities in the proximity of the boring locations. The boring will be relocated if necessary.
- Provide coordination with Authority to ensure the soil at the boring locations is accessible to the drilling crew.
- Perform necessary due diligence to assure that the boring locations are accessible and clear of private utilities and obstructions, such as fences, shrubs and trees and coordinate relocation, if necessary.
- Log the borings in the field full-time during the drilling operations.
- Utilize a truck mounted drilling rig to access the boring locations.
- The borings will be sampled every 2.5-feet to a depth of 15-feet, and then at 5-foot intervals thereafter to the termination depth of the borings.
- Disturbed soil samples will be obtained employing split-barrel sampling procedures in general accordance with the procedure for “*Penetration Test and Split-Barrel Sampling of Soils*, (ASTM D1586).”
- Undisturbed soil samples will be obtained using thin-wall tube sampling procedures in accordance with “*Thin Walled Tube Sampling of Soils*, (ASTM D1587).”
- Shear strength of cohesive soils will be estimated using a hand penetrometer.
- Standard penetration testes (SPT) will be recorded in granular soils.
- The borings will be advanced to the depths specified above.
- GPS coordinates, obtained in the field at the boring locations, will be recorded using a commercially available Garmin Handheld GPS model Etrex Venture using NAD 83 map Datum.
- Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.
- After obtaining the delayed groundwater readings, the open boreholes will be backfilled with a grout/bentonite mixture.

The Laboratory Testing Program will include the following:

- Supplementary Visual Classification (ASTM d2487)
- Water Content Tests (ASTM D2216)
- Atterberg Limits Tests (ASTM D4318)
- Unconfined Compressive Strength Tests (ASTM D2166)
- Percent Material Finer Than The #200 Sieve Tests (ASTM D1140)
- Incremental 1-D Consolidation Tests (ASTM D2435)

All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. ALL field and laboratory test results will be included on the boring logs or provided in the report.

Projected Schedule

After authorization, it is estimated that the drilling operations can be completed within 10 to 20 days and the final report will be submitted within four weeks of the completed fieldwork. Preliminary recommendations will be used as required to assist in design.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered and foundation recommendations.

Fee

The total fee to perform the scope of work outlined above is \$9,700.00

The Total Project fee includes the supplemental field investigation, laboratory testing, foundation recommendations and repost preparation.



DATE: November 15, 2016

TO: Port Commission

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

Approve an Amendment to a Professional Engineering Services Contract with Colwell & Associates, Inc., in the Amount of \$8,000 for Additional Engineering Services Associated with the Construction Phase of the General Improvements to Oil Dock 6 Project.

SUMMARY: Staff requests approval of an amendment to an existing Professional Engineering Services Contract with Colwell & Associates, Inc., in the amount of \$8,000 for additional engineering services associated with the construction of the General Improvements to Oil Dock 6 project. This amendment will result in a final cost for engineering services totaling \$57,500.

BACKGROUND: In May 2015, staff negotiated a proposal with Colwell & Associates to provide engineering services for detailed design of electrical upgrades and improvements at Oil Dock 6 in the amount of \$38,500. In July 2016, as part of a port-wide electrical area classification compliance audit for oil docks, staff entered into a Professional Engineering Services Contract with Colwell & Associates in the amount of \$11,000 to perform an Oil Dock 6 compliance audit, develop and seal the report of findings, and incorporate any findings into design drawings and specifications.

Colwell & Associates specializes in instrumentation and electrical disciplines and therefore would provide valuable construction phase services for a project that involves a significant amount of electrical work. The additional engineering services of this amendment will generally consist of supporting staff's administration and inspection of the construction of the General Improvements to Oil Dock 6 project, including the commissioning of new electrical equipment systems and providing engineering support for any minor design modifications and/or changes to original design, should they need arise.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The General Improvements Oil Dock 6 project is included in the 2016 Budget and conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs.

EMERGENCY: No.

FINANCIAL IMPACT: The 2016 Engineering budget included \$200,000 for construction associated with this project.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to an existing Professional Engineering Services Contract with Colwell & Associates, Inc. in the amount of \$8,000 for a total engineering services amount of \$57,500 for engineering services related to the General Improvements Oil Dock 6 project.

DEPARTMENTAL CLEARANCES:

Originating Department Engineering Services

Reviewed & Approved	David Krams
	Dave Michaelson
	Jacob Morales
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

First Amended Professional Engineering Services Contract

FIRST AMENDED PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: General Improvements to Oil Dock 6

PROJECT NUMBER: 15-030A

THIS FIRST AMENDED PROFESSIONAL ENGINEERING SERVICES CONTRACT (the “**Amendment**”) is made and entered into effect as of the 15th day of November, 2016 (“**Amendment Date**”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“**Authority**”), and Colwell & Associates, Inc. (“**Engineer**”), each a “**Party**” and collectively as “**Parties**”.

WHEREAS, Authority and Engineer entered into a Professional Engineering Services Contract on June 17, 2016 (the “**Agreement**”), under the terms of which Engineer agreed to perform the services described in the Scope of Services attached to the Agreement as **Attachment A** in connection with electrical upgrades and improvements at Oil Dock 6; and

WHEREAS, it has become necessary to amend the Agreement to expand the scope of services;

NOW THEREFORE, in consideration of the services and of the mutual covenants and agreements of the parties hereto, the Authority and the Engineer do agree as follows:

A. Effective as of the Amendment Date, **Attachment A** to this Amendment shall be substituted for and replace **Attachment A** to the Agreement in its entirety.

B. Effective as of the Amendment Date, **Attachment B** to this Amendment shall be substituted for and replace **Attachment B** to the Agreement in its entirety.

C. Section 3 of the Agreement is amended in its entirety to read as follows:

3. 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 13. 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, (3) the date on which this Contract is terminated by the Authority pursuant to Section 13, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 13.*

D. Section 8 of the Agreement is amended in its entirety to read as follows:

8. COMPENSATION: *The compensation to be paid Engineer for providing the Services shall be the compensation described in **Attachment B** hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Eight*

thousand Dollars (\$57,500). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this First Amended Professional Engineering Services Contract to be executed by their duly authorized representative effective for all purposes as of the 15th day of November, 2016.

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

By:

Name: John P. LaRue
Title: Executive Director
Date: _____

“Authority”

COLWELL & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____
Date: _____

“Engineer”

ATTACHMENT A
SCOPE OF SERVICES

Engineer will provide professional engineering services in accordance with the terms and conditions set for in the Professional Engineering Services Contract dated June 17, 2016, and those included in this Amendment.

Services provided will include the services listed in the March 10, 2015, proposal (attached hereto), and will also include, but not necessarily be limited, to the following:

- Supporting PCCA staff in administration and inspection during the construction of the Oil Dock 6 project (15-030A);
- Perform electrical compliance audit as directed by PCCA staff;
- Supporting PCCA staff through the commissioning of new electrical equipment system; and
- Provide engineering support for any minor design modification, if identified during commissioning of the equipment.

Tasks performed will be billed on a time and materials basis, not to exceed \$57,500. This reflects an \$8,000 increase in total engineering costs for the Project.

ATTACHMENT B

FEE SCHEDULE

The Consultant will perform the Services described in Attachment 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 Amendment will not to exceed \$57,500 without Authority's written approval. Services provided by Consultant will be billed at the hourly rates specified in Attachment B. These fees will cover all of Consultant'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 Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant'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 Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant 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 Consultant's actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant 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 Consultant in writing (including email) within twenty (20) days of any disputed amounts.

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

FEE SCHEDULE

CATEGORY	HOURLY RATE
Principal Engineer	\$175.00/MH
Project Manager	\$150.00/MH
Project Engineer	\$135.00/MH
Graduate Engineer, EIT	\$125.00/MH
Senior Engineering Technician	\$95.00/MH
Engineering Technician	\$90.00/MH
Senior Designer	\$84.00/MH
Designer	\$75.00/MH
Senior Draftsman	\$68.00/MH
Draftsman	\$65.00/MH
Administrative/ Clerical	\$60.00/MH

Overtime for non-engineers will be billed at 125% of the listed hourly rate. Overtime charges will be applied for hours worked in excess of 40 hours per week and for Saturdays, Sundays and holidays and only as approved in advance by Authority.

Colwell
& ASSOCIATES, INC.
Consulting Engineers

Phone (361) 857-7094 • Fax (361) 851-8179

4444 Corona Drive, Suite 105
Corpus Christi, Texas 78411-4356

March 10, 2015

The Port of Corpus Christi
P.O. Box 1541
Corpus Christi, Texas 78403

Attention: Jacob Morales, P.E.
Senior Project Engineer

Reference: General Improvements at Oil Dock 6
(PCCA Project No. 15-030A)

Gentlemen,

Colwell & Associates, Inc. proposes to provide engineering services for the design of electrical upgrades and dock house air-conditioning at Oil Dock No. 6 as described herein:

Project Description

1. Replace POCCA-owned electrical conduits, wiring, panelboards, lighting, receptacles, electric heaters, telephones, alarms, etc on existing Oil Dock # 6
2. All new electrical work will be designed for marine service and for Class 1, Div. 1 hazardous locations.
3. Provide air-conditioning for dock house at Oil Dock # 6. Insulation, caulking and sealing and moisture protection shall be included as required.
4. Replacement of user owned electrical facilities is not included.
5. Replacement of electrical facilities external to the docks is not included.

Scope of Engineering Services

1. Design phase services will include preparation of drawings and specifications for bidding and construction. An opinion of probable construction cost will also be prepared.
2. One set of original documents will be submitted including 11"x17" signed and sealed drawings and printed project specifications. Reproduction of documents will be done by POCCA.
3. Bid Phase services will include attendance at pre-bid conference, project walk through with prospective bidders, answering bidders' questions, and preparation of any required bid addenda.
4. Construction phase services will include pre-construction meeting, submittal review, interpretation and clarification of drawings and specifications, periodic construction observation and punch lists, and preparation of record drawings from contractor's markups.

Port of Corpus Christi Authority
March 10, 2015
Page 2 of 2

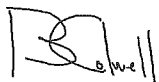
We will perform the services on an hourly rate basis with an estimated cost as follows:

Design Phase	\$25,500.00
Bid Phase	1,000.00
Construction Phase	<u>12,000.00</u>
Total	<u>\$38,500.00</u>

Invoicing for services rendered will be monthly based upon the attached hourly rate schedule.
Terms of payment are net 30 days.

Thank you for the opportunity to provide this proposal. We look forward to working with you again on this project.

Sincerely,
Colwell & Associates, Inc.


Brett Colwell, E.I.T.



DATE: November 15, 2016

TO: Port Commission

FROM: Darrin Aldrich, Director of Real Estate
Darrin@pocca.com
(361) 885-6169

Approve Amended and Restated Transmission Lines Easement and Right of Way Agreement with AEP Texas Central Company for Connection to the AEP Hecker Substation at La Quinta Terminal

SUMMARY: At the September 20, 2016 Port Commission meeting a Transmission Lines Easement and Right of Way Agreement with AEP Texas Company (AEP) was approved granting AEP the right to install a transmission line to connect to Hecker Station at the La Quinta Terminal in San Patricio County, Texas. Subsequent to its execution by POCCA, AEP requested a few revisions to the document to clarify ingress and egress during construction and to add a signature and notary block to obtain the consent of voestalpine Texas Holdings, LLC. Staff has no objection to the proposed changes and recommends approval of the attached Amended and Restated Transmission Lines Easement and Right of Way Agreement. The attached Transmission Lines and Right of Way Agreement has been prepared by PCCA counsel and it has been reviewed and approved by AEP.

BACKGROUND:

The easement area is 0.634 acres of land in the northeast corner of the Port's La Quinta Terminal property. The easement is granted for the installation of 138 kV transmission lines to connect AEP's Hecker Substation to the Corpus Christi Liquefaction LLC (CCL) LNG 138 kV substation currently under construction. The term of the Easement will run concurrent with the term of the Hecker Station Easement which was granted December 10, 2013 for a term of 80 years, for which AEP paid a fee of \$452,616.67. Because this easement connects to Hecker Substation and it was contemplated that AEP would need an easement to connect to the Substation once the CCL route was determined, there will be no monetary consideration paid by AEP.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: Fee previously paid by AEP for Hecker Substation \$452,616.67.

STAFF RECOMMENDATION: Staff recommends approval of the Transmission Lines and Right of Way Agreement with AEP Texas Central Company.

DEPARTMENTAL CLEARANCES:

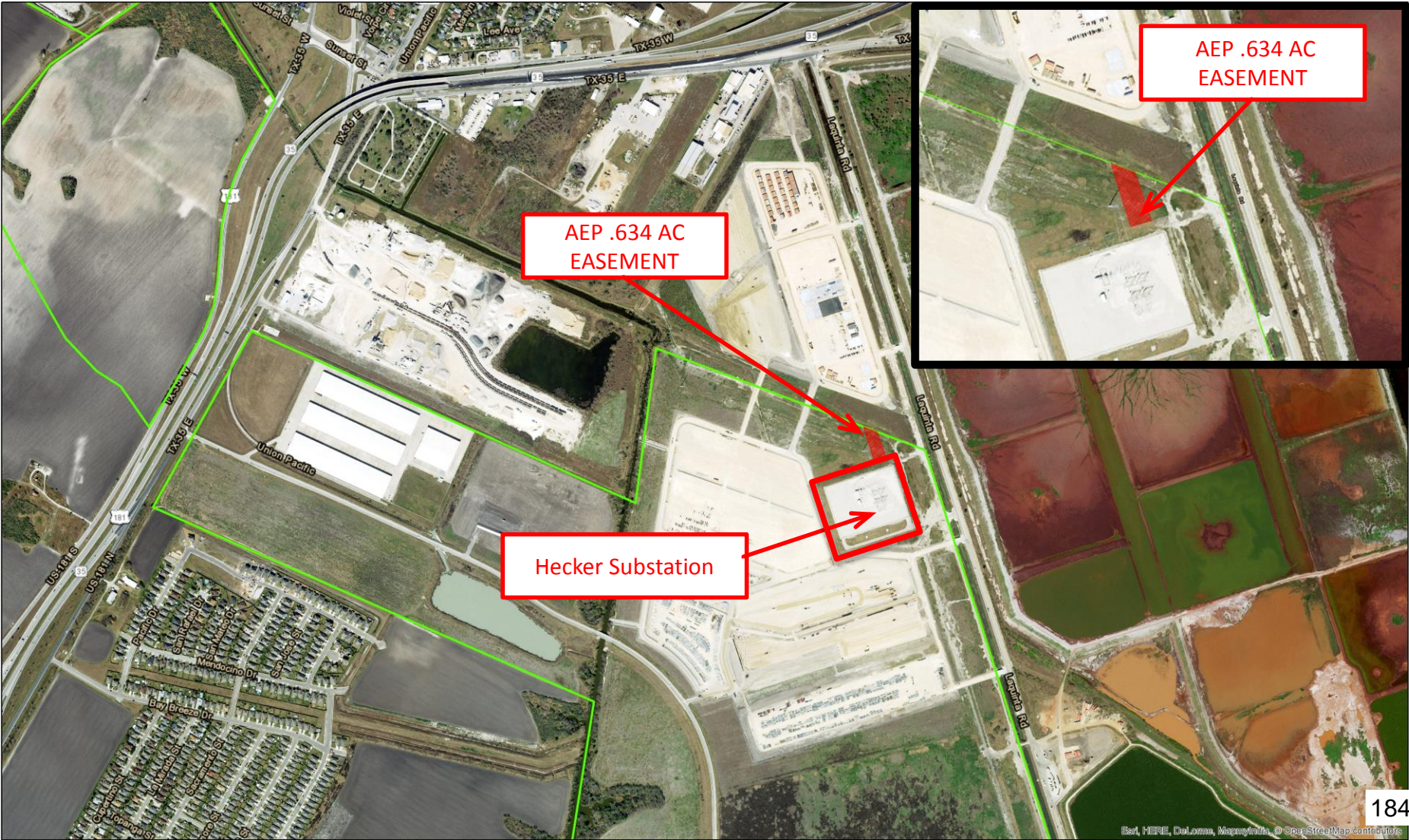
Originating Department	Real Estate
Reviewed & Approved	Darrin Aldrich
Legal	Bryan Stone
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen
	David Krams, P.E.

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

AEP Texas Central Company

138kV Electrical Transmission Line Easement Hecker Substation



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY**

Grantee: AEP Texas Central Company
P.O. Box 2121
Corpus Christi, Texas 77403

Easement Location: Reference Exhibit Attached

Use: For the installation of 138 kV transmission lines to connect AEP's Hecker Substation to the Corpus Christi Liquefaction LLC (CCL) LNG 138 kV substation

Term: Eighty (80) years (See Start Date)

Options: None

Start Date: December 10, 2013 – August 15, 2093, this date is to coincide with the grant of Hecker Station

Fee: For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration

Adjustment of Fee: None

Remarks: A portion of the Transmission Easement is on property which PCCA has leased to Voestalpine Texas Holding, LLC ("Voestalpine") pursuant to a lease agreement made effective as of May 1, 2013. Under section 2.09(a) of the Lease Agreement, Voestalpine must approve the location of any utility easements on the leased premises, and Voestalpine is executing this easement agreement to evidence its approval of the location of the Transmission Easement and its consent to AEP's construction, maintenance and use of the Transmission Lines within the Transmission Easement in accordance with the terms of this easement agreement.

All electrical conductors shall be installed and operated with a minimum ground level clearance of thirty-six feet (36'). Notwithstanding anything herein to the contrary, the Transmission Lines is hereby restricted to solely an aerial easement within the Transmission Easement where indicated on Exhibit B of the easement agreement.

**AMENDED AND RESTATED
TRANSMISSION LINES EASEMENT AND
RIGHT OF WAY AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SAN PATRICIO §

That the Port of Corpus Christi Authority of Nueces County, Texas, a political subdivision of the State of Texas, acting herein by and through its Port Commission (hereinafter called “Grantor”), for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid by AEP Texas Central Company, a Texas corporation (hereinafter, together with its successor and assigns, called “Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, an easement and right of way over, across and upon the property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto (the “*Transmission Easement*”) for the purpose of constructing, operating reconstructing, enlarging, replacing, upgrading, inspecting, patrolling, repairing, maintaining, and removing electric transmission lines consisting of poles or towers made of wood, metal or other materials, wires, circuits, static wires, communications circuits, crossarms, insulators, guy wires, and all other necessary or desirable appurtenances (the “*Transmission Lines*”). This Amended and Restated Transmission Lines and Right of Way Agreement replaces and supersedes that certain Transmission Lines and Right of Way Agreement approved by the Port Commission at its meeting held on September 20, 2016.

TO HAVE AND TO HOLD unto Grantee, including its successors and assigns, by, through and under Grantor, but not otherwise, the rights and privileges hereby conveyed for a

term of eighty (80) years commencing on the 10th day of December 2013, same being the date of the grant of the substation easement for the Hecker Station (the “Effective Date”) subject to the exceptions and reservations herein set forth, upon the following covenants and conditions which are a part of the consideration for this grant, and which covenants and conditions are and shall be construed as being covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee, including its successor and assigns, covenant and agree to keep and perform.

This easement agreement is granted subject to the following:

(1) Voestalpine's Approval. The Transmission Easement is on property which Grantor has leased to Voestalpine Texas Holding, LLC (“Voestalpine”) pursuant to a lease agreement made effective as of May 1, 2013 (the “Lease Agreement”). Under section 2.09(a) of the Lease Agreement, Voestalpine must approve the location of any utility easements on the leased premises, and Voestalpine is executing this easement agreement to evidence its approval of the location of the Transmission Easement and its consent to Grantee's construction, maintenance and use of the Transmission Lines within the Transmission Easement in accordance with the terms of this easement agreement.

(2) Type and Clearance of Transmission Lines. The Transmission Lines shall be high voltage electric transmission lines, together with static wires, communication circuits and other appurtenances as deemed appropriate by Grantee. The minimum vertical above-ground clearance of the Transmission Lines' conductors shall meet or exceed applicable vertical clearance requirements of the National Electrical Safety Code (“NESC”) and other applicable laws, rules and regulations. All electrical conductors shall be installed and operated with a minimum ground level clearance of thirty-six feet (36'). Notwithstanding anything herein to the contrary, the

Transmission Lines is hereby restricted to solely an aerial easement within the Transmission Easement where indicated on Exhibit B.

(3) Access. Grantee may access the Transmission Easement via the access easement, the transmission easement and the substation easement which have been granted and conveyed to Grantee by separate instruments that were approved by Grantor and executed by Grantor on December 10, 2013. Grantee shall not have the right to cross Grantor's adjacent land, store materials or equipment thereon or to conduct any of its operations thereon without the prior written consent of Grantor.

(4) Construction, Maintenance and Use. Grantee shall construct and maintain the Transmission Lines in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same. Grantee shall be responsible for coordination of its construction, maintenance and use of the Transmission Lines with Voestalpine. Upon completion of the installation of the Transmission Lines or any modification thereto Grantee shall furnish Grantor with an as-built survey thereof. Grantee agrees that its use of the Transmission Lines shall at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local governments. Grantee shall promptly restore any portion of the Transmission Easement damaged by Grantee.

(5) Reservations and Exceptions. Subject to the restrictions in the following sentence, Grantor reserves the right to use and/or grant easements upon, over, under and across the Transmission Easement provided such uses and easements are subject to this easement agreement and shall not unreasonably interfere with Grantee's use of the Transmission Easement. Grantor shall not construct (or permit any third party to construct) any above-ground structures or other obstructions, or excavate or change the grade within the Transmission Easement, without

Grantee's consent; and Grantee shall have the right to remove any structures or obstructions constructed within the Transmission Easement in violation of this provision. The foregoing restrictions would not, however, prevent the construction of roads or parking lots or below-ground pipelines in the Transmission Easement. All easements, licenses, leases or other use agreements hereafter granted by the Grantor that cross or cover any part of the Transmission Easement shall provide that (a) the proposed recipient shall notify Grantee in writing at least thirty (30) days in advance of any proposed construction over, under, across or upon the Transmission Easement, and (b) such person shall abide by any reasonable requests or instructions of Grantee regarding such construction to safeguard Grantee's safe operation of the Transmission Lines and to avoid interference therewith.

(6) Assignment. No assignment of this easement agreement shall be effective without the written consent of Grantor, which consent shall not be unreasonably withheld. If the Grantor elects to withhold its consent to a requested assignment, it must do so by providing Grantee with written notice thereof within thirty (30) days after the date it receives Grantee's request to consent to the assignment. If Grantor does not notify Grantee of its decision to withhold its consent to a proposed assignment of this easement agreement within the thirty-day period described in the preceding sentence, the assignment shall be deemed to have been approved by Grantor. Grantee may, however, assign this easement agreement to any entity that is an affiliate of Grantee without Grantor's consent. An "*affiliate*" means, with respect to the Grantee, any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Grantee. For purposes of this definition, "*control*" means the beneficial ownership of fifty percent (50%) or more of the outstanding voting ownership interests of another business entity, or the ability to direct or cause the direction

of management and policies of another business entity, whether through the ownership of securities or other ownership interests, by contract or otherwise.

(7) Termination. The Transmission Easement herein granted shall terminate if Grantee shall at any time abandon the use of the same for the purposes herein granted or shall fail to complete construction of the Transmission Lines within three (3) years from the date of this easement agreement. This easement agreement and all of Grantee's interest hereunder, at the option of Grantor, shall forthwith terminate upon breach by Grantee or any of the covenants or conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Grantor so to do. However, if such breach cannot be reasonably remedied within ninety (90) days, this easement agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, reasonably acceptable to Grantor, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees it will within one hundred twenty (120) days after the termination of this easement agreement remove all of Transmission Lines (including poles, towers and guy wires) in the Transmission Easement and shall restore Grantor's lands in the Transmission Easement to the condition in which same existed prior to the existence of the Transmission Lines. In the event Grantee fails to so remove the Transmission Lines, the Grantor may either declare the termination of Grantee's interest in the Transmission Lines and all of Grantee's interest therein shall thereupon terminate, or the Grantor may cause the Transmission Lines, or any part thereof at the Grantor's election, to be removed and the lands of the Grantor restored at the cost of Grantee.

(8) Severability; Reformation. If any provision of this easement 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 easement agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this easement agreement is not affected in any manner materially adverse to either party. Upon such determination that any provision is invalid, illegal or incapable of being enforced or performed in the manner contemplated herein, the parties shall negotiate in good faith to modify this easement agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this easement agreement are continued as originally contemplated to the greatest extent possible.

Grantor does hereby bind itself, its successors, assigns and legal representatives, to warrant and forever defend all and singular the above described rights, easement and right of way unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor but not otherwise.

Dated to be effective as of December 10, 2013

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue

AEP TEXAS CENTRAL COMPANY

By: _____
Thomas Schaffer

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

 This instrument was acknowledged before me on the _____ day of _____, 2016, by John P. LaRue, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

THE STATE OF OHIO §
 §
COUNTY OF FRANKLIN §

 This instrument was acknowledged before me on the _____ day of _____, 2016, by Thomas Schaffer, Manager Transmission Right of Way for American Electric Power Service Corporation, as Authorized Signer for AEP Texas Central Company, on behalf of the Company.

NOTARY PUBLIC, STATE OF OHIO

My Commission Expires: _____

VOESTALPINE TEXAS HOLDINGS, LLC, hereby consents to this easement agreement this _____ day of _____, 2016.

VOESTALPINE TEXAS HOLDINGS, LLC

By: _____

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ of _____, 2016,
by _____ of Voestalpine Texas Holdings, LLC, and by
_____ of Voestalpine Texas Holdings, LLC, on behalf
of the said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

**AEP TEXAS CENTRAL COMPANY
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
SAN PATRICIO COUNTY, TEXAS
0.634 OF AN ACRE TRANSMISSION LINE EASEMENT**

EXHIBIT "A"

BEING a 0.634 of an acre tract of land lying in the T.T. Williamson Survey, Abstract 289, San Patricio County, Texas, same being a portion of a 930.28 acre tract of land described as "Tract II" and recorded in document number 458816, Real Property Records of San Patricio County, Texas, same also being described by a drawing (116045_0_634 ACRE.dwg dated September 12, 2016) attached to and made part hereof and more particularly described as follows:

COMMENCING at a 1" iron pipe found in the north line of the aforementioned 930.28 acre tract for the southeast corner of an 80.951 acre tract of land as described and recorded in document number 640158, Official Public Records of San Patricio County, Texas, and an angle corner of a 7.79 acre tract of land described as "Tract III" and recorded in document number 458816, Real Property Records of San Patricio County, Texas;

THENCE along the north line of the aforementioned 930.28 acre tract and a south line of the aforementioned 80.951 acre tract, N70°28'47"W a distance of 421.07 feet (Record – N70°00'W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the **PLACE OF BEGINNING** and an angle corner of the herein described 0.634 of an acre tract;

THENCE leaving the north line of the aforementioned 930.28 acre tract and a south line of the aforementioned 80.951 acre tract, S15°07'45"E a distance of 239.44 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the south line of a 7.323 acre transmission line easement as described and recorded in document number 635288, Official Public Records of San Patricio County, Texas, and the north line of a 10.445 acre tract, from which a 5/8" iron rod found with plastic cap for the east corner of said 7.323 acre tract and the northeast corner of said 10.445 acre tract bears N72°15'24"E a distance of 94.34 feet (Record – N72°15'24"E);

THENCE along the south line of the aforementioned 7.323 acre tract and the north line of the aforementioned 10.445 acre tract, S72°15'24"W a distance of 100.11 feet (Record – S72°15'24"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southwest corner of the herein described 0.634 of an acre tract;

THENCE leaving the south line of the aforementioned 7.323 acre tract and the north line of the aforementioned 10.445 acre tract, N15°07'45"W a distance of 313.12 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the north line of the aforementioned 930.28 acre tract and a south line of the aforementioned 80.951 acre tract for the northwest corner of the herein described 0.634 of an acre tract;

AEP TEXAS CENTRAL COMPANY
 PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
 SAN PATRICIO COUNTY, TEXAS
 0.634 OF AN ACRE TRANSMISSION LINE EASEMENT

THENCE along the north line of the aforementioned 930.28 acre tract and a south line of the aforementioned 80.951 acre tract, S70°28'47"E a distance of 121.56 feet (Record – S70°00'E) to the **PLACE OF BEGINNING** and containing 0.634 of an acre of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(2011), South Zone.

THE STATE OF TEXAS
KNOWN TO ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR

I, John T. Kubala, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in April and June 2016.

Date 12th day of SEPTEMBER 2016 A.D.



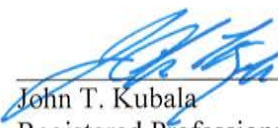

 John T. Kubala
 Registered Professional Land Surveyor
 No. 4505 - State of Texas

EXHIBIT "B"

ALL DISTANCES SHOWN ARE SURFACE.
(GRID X 0.99998 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY
SURVEY ONLY. NO VISIBLE EASEMENTS
OR EASEMENTS OF RECORD ARE DEPICTED
HEREON.

Page 3 of 3

LEGAL DESC. NO. 116045_0_634_ACRE.docx
CDS JOB NO. 116045

BEARING BASIS: GRID NORTH COORDINATE
SYSTEM, TEXAS STATE PLANE,
NAD 1983(2011), SOUTH ZONE

T.T. WILLIAMSON SURVEY ABSTRACT 289

80.951 ACRES
DOC. #640158
O.P.R.S.P.C.

7.79 ACRES
TRACT III
DOC. #458816
R.P.R.S.P.C.

LAQUINTA
ROAD

328.9 ACRES
"TRACT I, PARCEL 2A"
DOC. #502130
R.P.R.S.P.C.

AERIAL
EASEMENT
ONLY WITHIN
THIS AREA

7.323 ACRES
DOC. #635288
O.P.R.S.P.C.

0.634 OF
AN ACRE

N: 17,220,248.71
E: 1,377,450.79

POB

N70°28'47"W 421.07'
(RECORD-N70°00'W)

POC

1" IRON PIPE
FOUND

5/8" IRON ROD
FOUND WITH
PLASTIC CAP

930.28 ACRES
"TRACT II"
DOC. #458816
R.P.R.S.P.C.

S72°15'24"W 100.11'
(RECORD-S72°15'24"W)

10.445 ACRE TRACT

LEGEND

- - DENOTES 1/2" IRON ROD SET WITH PLASTIC
CAP STAMPED "CDS/MUERY S.A. TX."
- - DENOTES FOUND MONUMENTATION
- POB - DENOTES PLACE OF BEGINNING
- POC - DENOTES POINT OF COMMENCEMENT
- P - DENOTES PROPERTY LINES
- R.O.W. - DENOTES RIGHT-OF-WAY LINE
- DOC. # - DENOTES DOCUMENT NUMBER
- R.P.R.S.P.C. - REAL PROPERTY RECORDS OF SAN
PATRICIO COUNTY, TEXAS
- O.P.R.S.P.C. - OFFICIAL PUBLIC RECORDS OF SAN
PATRICIO COUNTY, TEXAS
- (RECORD) - RECORD CALL TAKEN FROM DOC. NO.
458816, R.P.R.S.P.C.
- ((RECORD)) - RECORD CALL TAKEN FROM DOC. NO.
635288, O.P.R.S.P.C.

100' 50' 0 100'



0.634 OF AN ACRE
TRANSMISSION LINE EASEMENT
AEP TEXAS CENTRAL COMPANY
T.T. WILLIAMSON SURVEY
ABSTRACT 289
SAN PATRICIO COUNTY, TEXAS

DATE: November 15, 2016

TO: Port Commission

FROM: John LaRue, Executive Director
361-885-6189

EXECUTIVE DIRECTOR'S REPORT

SAFETY

TRIR LESS THAN 3!!!

October 2016 was a pivotal month for the Port of Corpus Christi. Historically the Port's injuries and incidents usually increase in both frequency and severity. However, this year there is visible evidence of our diligent efforts to improve our safety culture. The TRIR is calculated on a 12 month rolling average and in October of 2015 we had two recordable injuries. This year we have not had a recordable injury since July, thus bringing our 12 month rolling average to a record low of 2.57 for the month of November! Way to go Port of Corpus Christi Employees!!

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.

JOB SAFETY ANALYSIS (JSA)

The JSA process continues to be a focal point of safety. Each department's safety committee member has been given instruction and training to complete JSAs and have been directed to take that information back to their department. Training and instructions are ongoing and completed JSAs are currently being uploaded into our internal documentation system.

EMPLOYEE LEAD SAFETY COMMITTEE

We have established a formal Employee Lead Safety Committee that mirrors the Ports successful Wellness Committee. Our first Chair will be filled by Israel (Rat) Garcia, our first Vice Chair will be Danielle Converse and our Secretary will be Miranda Green with Sub-committee Chairpersons: TJ Gonzales, Armando (Mando) Gomez & Tony Bocanegra. Implementing a formal Employee Lead Safety Committee places responsibility where it has most impact, with employees. This will enable employees to direct meeting content, program direction and participant focus, giving a more peer-to-peer expectation to participate or fulfill rather than top down direction. The Safety Staff would support as advisors and liaisons for the committee.



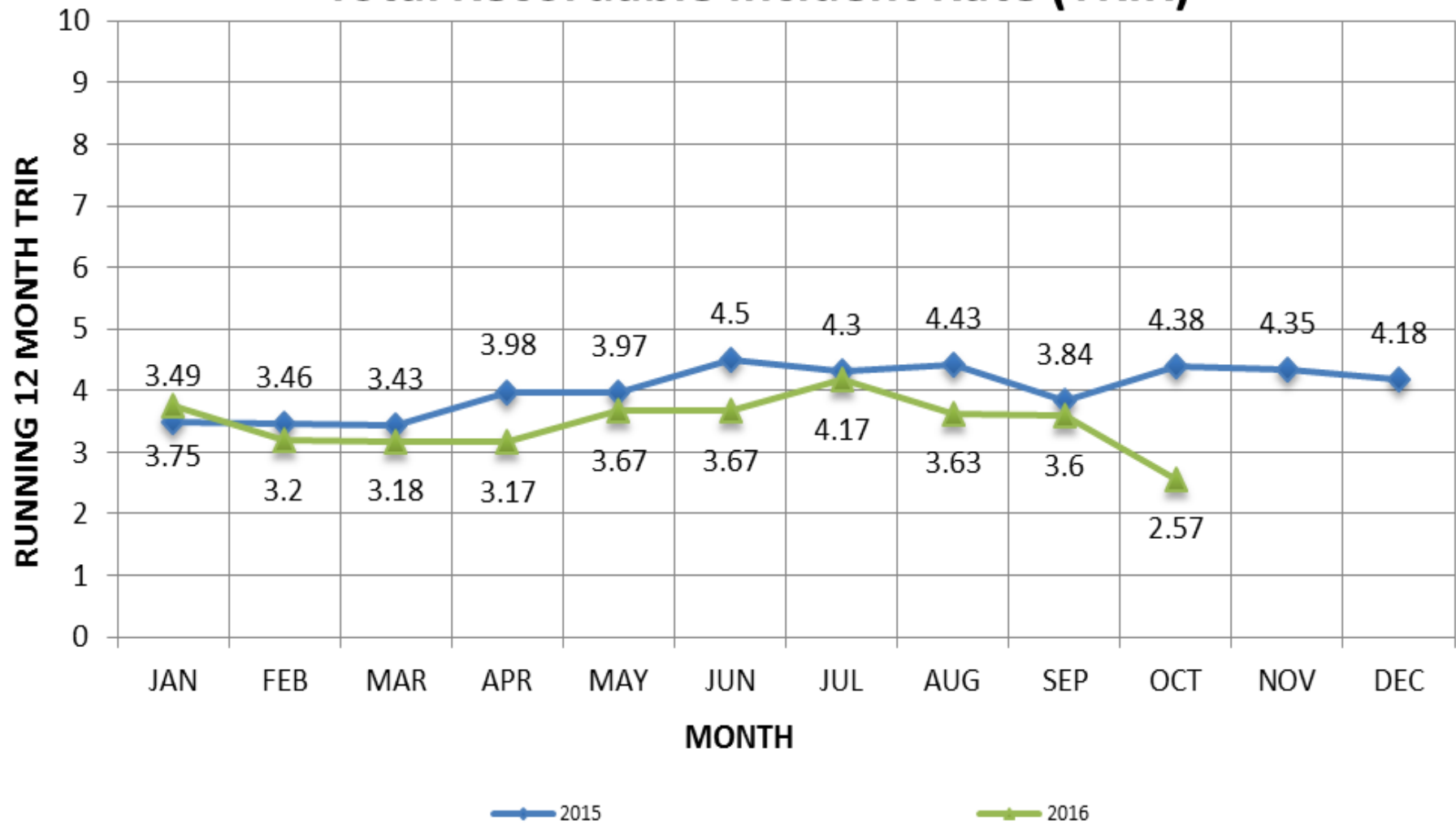
Port of Corpus Christi Authority

Monthly Safety Data Report

October 2016

PORTCORPUSCHRISTI										
	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
Safety	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	207		21		41		48		97	
Hours Worked	31,560	317,295	3,596	36,860	6,200	60,583	7,693	81,483	14,071	138,370
First Aid Cases	3	16	1	5	2	6	0	3	0	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)		2.52		0.00		6.60		2.45		1.45
Types of Injuries										
Slips/Trips/Falls	2	6	0	1	2	3	0	0	0	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	2	1	1	0	2	0	1	0	0
Other	0	3	0	1	0	2	0	0	0	0
TOTAL	3	20	1	5	2	10	0	3	0	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			
125	1,000			98			784			
Date of Last Lost Time Case	Date of Last Recordable			12 Month Rolling Average						
Wednesday, June 29, 2016	Tuesday, July 26, 2016			November 2015 - October 2016:			389,115	Hours Worked		
				Total Recordable Incident Rate (TRIR):			2.57			

12 MONTH AVG Total Recordable Incident Rate (TRIR)





SAFETY COMMUNICATIONS



Incident Report for the Month of October

Incident 1

The employee was assisting with pulling wire, when he felt a sharp sting on his back. The employee could not distinguish what had caused the pain. First Aid measures were taken and the Supervisor and Safety were notified.

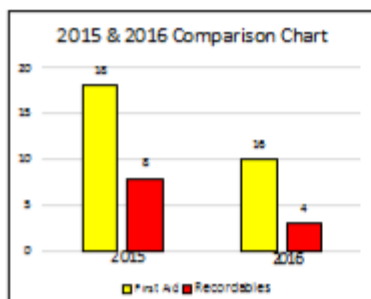
Injury Prevention

- Planning
- Training– First Aid
- PPE

Incident 2

The employee was performing an area check when he stumbled into a hole in the ground. Immediately reported the concern to the Supervisor and Safety.

- Planning
- JSA
- Training
- PPE



Port TRIR: 3.60

2016 Injuries:

Slips/Trips/Falls = 6

Struck By = 3

Strain/Sprain = 5

Cuts/Lacerations = 1

Other = 5

Picture This!



Safety Suggestions

- 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: No mirrors will be added.
Employees are encouraged to slow down and be aware when turning corners
- Have maintenance provide a skid-o-can on a pull along small trailer for grass crew.
Status: Because skid-o-cans are not meant to be transported, this has been CLOSED
- To provide proper training on hard hat expiration dates.
Status: In process
- Fire Drill & Active Shooter Training for New Hires
Status: Has been passed on to Manager of Emergency Management
- Move fleet vehicles to other side of concrete divider
Status: Researching
- Dust vents throughout the building
Status: In process
- Add a picture to the "New Employee" email
Status: Researching

COMMUNITY RELATIONS

Internal & Community Events/Meetings

- Buc Days
- United Chamber: Small and Emerging Business Committee
- WBA Breakfast
- PICC-Government Affairs/PR Committee
- Port Industries Meet & Greet for media
- United Chamber: Governmental Affairs Committee
- CCREDC Investor's Breakfast
- CCREDC Board Meeting
- Robstown IDC meeting
- CC Police Athletic League
- Radiology Associates: Painting for Charity
- Gulf Ports Meeting
- Making Strides for Breast Cancer Walk
- American GI Forum 50th Vietnam War Anniversary Commemoration Celebration
- CC Symphony Orchestra: Brunch with the Maestro
- Spanish American Genealogical Association 37th Texas
- Halo Flight-Una Caja Dove Hunt
- American GI Forum Essay Contest with Evans Elementary School, Adopt-A-School
- Botanical Gardens: Moonlight in the Gardens
- NAACP, FBI, CCISD Youth Forum at Miller High School and Veterans Memorial High School
- United Corpus Christi Chamber Board of Directors Meeting and Annual Retreat
- Workforce Solutions of the Coastal Bend, Board of Directors Meeting
- Camp Aranzazu Meet and Greet
- Instituto de Cultura Hispanica Gala Noche de Colores
- World Affairs Council
- MAP of Texas 2nd Annual Black Tie & Boots Gala
- South Texas Jazz Festival
- Robstown Cottonfest
- USO Lobster Tail & Ale Steak to Book
- Voestalpine Grand Opening
- San Pat EDC - 2016 Annual Event Honoring Education
- CC Education Foundation - State of the CCISD
- Kids Get Fit 2016

- Portland - State of the City
- Young Business Professionals / Superhero Dinner
- City Parks & Req Sr Companion /Pages to the Table
- Visit to Menger Elementary School, Adopt-A-School

HILLCREST/WASHINGTON COLES ACQUISITION AND RELOCATION PROGRAM

- Hillcrest/Harbor Bridge Project Weekly Conference Call (4)
- Hillcrest Site visit (2)
- Per Parcel Meeting with Staff
- Relocation Program / Survey of Neighborhood
- City Council Committee Meeting Presentation to 4A
- 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 Frank Jordan, DRA

COMMUNICATIONS

October Staff & Employee Events:

- Reviewed 2016 Marketing Plan and Creative for B2B
- Attended “Fell The Energy” Positive Engagement Campaign meetings
- Attended Harbor Bridge Voluntary Acquisition & Relocation Program related meetings
- Attended Port Commission Mtg.
- Attended Wellness Committee meetings and Luncheon
- Attended CVB monthly meeting
- Attended VCS Board Meeting
- Planned & Participated at annual FITAC in Colombia
- Planning upcoming conferences & tradeshow such as AAPA Latin America.
- Planned and participated in annual Port Golf Tournament
- Participated in activities related to the ribbon cutting of voestalpine Texas
- Planning annual visits to UP, Kirby Marine and Trafigura headquarters.
- Supported Commissioners presentations at different area organizations.
- Supported Executive staff presentation at NGLs and Petrochemical Conference
- Planned of Annual Chamber of Commerce State of the Port event

New Media Marketing Management

- **PortOfCorpusChristi.com**
 - Our Broadcasts/SEACASTS news feed stories are original content; written to inspire organic growth with search engines. [Ceremony signifies a new era for voestalpine at Port Corpus Christi La Quinta Trade Gateway; Global Trade Magazine Notes Corpus Christi Among Top Cities for Global Trade](#)
 - Website Analytics (October 1 – 31, 2016)
 - 13,516 Sessions
 - 29,184 Page Views
 - 7,013 Unique User

- User Profiles

Country	Sessions	% Sessions
United States	12,522	92.65%
UK	91	0.67%
India	78	0.58%
Canada	75	0.55%
Mexico	57	0.42%
Brazil	53	0.39%

- TOP TRAFFIC SOURCE

Source	Sessions	%New Sessions
Organic Search	7,134	48.79%
Direct	4,777	32.09%
Referral	1,116	37.63%
Social	247	81.38%
Other	239	69.46%
Email	3	66.67%

- SOCIAL MEDIA – (October 1 – 31, 2016)

- Facebook

- 4,951 Likes
- 144 New Likes
- 1,916,218 Total Reach (Organic and Paid)

- Witter

- 1,600 Followers
- 20 New Followers
- 6,878 Impressions (Organic)

Media Mentions/Web Stories (October 1 – 31, 2016)

- 31 Mentions (See attached PortCCNewsAndSocial-10-2016)

Photo/Video/Documentary

- Feel the Energy poster
- Golf
- Employee Photos
- Port ops

Media, Marketing, Community & Public Relations

- International Media La Quinta Channel Tour
- Coordinate Publication/Release of Employee Newsletter

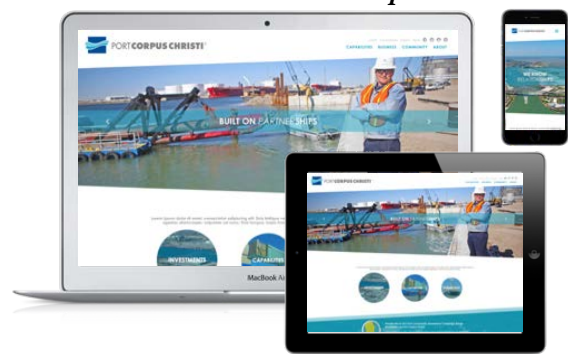
MARKETING RECAP WITH MDR:

Marketing Recap: In October, MDR focused on two main projects: State of the Port presentation and supporting collateral, and the new Port website.

The State of the Port was done in Prezi, the same platform used in 2015. The presentation utilizes a timeline which goes down into the Inner Harbor, and details the history of the Port, the dredging of the channel, and the continued vision of the Port.

The website launched over the weekend of October 28th. This is a soft launch as Port staff will continue to look the site over the next month and determine any final changes. Once those changes are made, the Port will be able to publicize the update. To view the new website, use the same link, www.portofcc.com.

New Port Website in Development





Moving America's Energy – Business to Business Campaign

Media Recap: 2016 Campaign

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

Print: \$74,253

Added Value: \$21,948

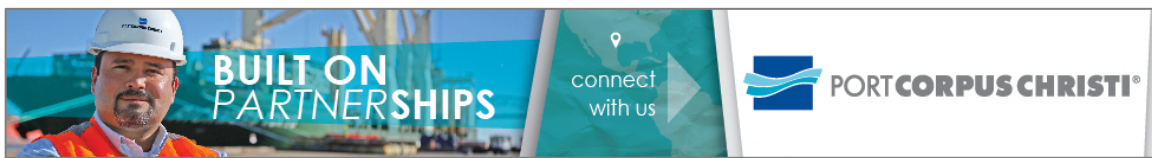
Online: \$106,571

Added Value: \$78, 12

ONLINE ADVERTISING: Click-thrus to portofcc.com:

Aug '16	Sep '16	Oct '16	Nov '16
aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com drycargomag.com expansionsolutionsmagazine.com globaltrademag.com heavyliftpfi.com joc.com seatrade-maritime.com T21.com.mx	aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com drycargomag.com expansionsolutionsmagazine.com globaltrademag.com heavyliftpfi.com inboundlogistics.com joc.com nacleanenergy.com seatrade-maritime.com T21.com.mx	aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com drycargomag.com expansionsolutionsmagazine.com globaltrademag.com heavyliftpfi.com inboundlogistics.com joc.com nacleanenergy.com seatrade-maritime.com T21.com.mx	aapa-ports.org ajot.com centralamericadata.com drycargomag.com expansionsolutionsmagazine.com heavyliftpfi.com joc.com seatrade-maritime.com T21.com.mx
207	182	171	TBA

Notes: Breakbulk.com banner and Guia Marítimo e-newsletter banner represented 50% of October click thru traffic. Visits from Breakbulk.com accounted for the most page views with an average of 2.56 pages. Visitors from Seatrade Global spent the longest time on the website with an average of 2:01 minutes. Overall average sessions lasted: 43 and average pages per session was 1.65. Note that the new website launched between October 28-31.



Últimos destaques

Política

Desequilíbrio, um sinônimo de crise

País crescerá se taxas de investimentos do PIB acompanharem

Leia Mais

Portos

Codesp se posiciona sobre descarte de material pela VLI

Estatual passará a exigir da companhia termo compromisso

PUBLICIDADE

Seguros para carga Importação e Exportação? Calcule aqui!

INFORMAÇÃO SEM FRONTEIRAS

Nueva terminal de hidrocarburos

La Administración Portuaria Integral (API) Puerto Morelos, Quintana Roo, prevé iniciar a finales de este año la construcción de una terminal de hidrocarburos en el puerto, en la que se habrán de invertir alrededor de 60 millones de pesos (USD), informó Edgar Antonio Reyes González, titular de la API.

En entrevista con T21, señaló que para la nueva instalación se dispondrá de un espacio de cuatro hectáreas con conexión al muelle de usos múltiples del puerto, en donde se tendrá que realizar una adecuación con ductos. Con ello, dijo, se podrá atender la demanda de hidrocarburos de los sectores comerciales.

«Es muy importante en el tema del mercado petrolero, por ejemplo. Actualmente no se pueden importar y ya están buscando alternativas para traer el combustible necesario», mencionó.

Por otro lado, Reyes González adelantó que en el mes de octubre se iniciará el movimiento de contenedores en la nueva terminal para dar mayor competitividad al puerto.

DESARROLLANDO SINERGIAS

- Manejamos todo tipo de carga
- Acceso directo a principales autopistas estatales y nacionales
- Conexión ferroviaria de primera clase en toda el País, México y Canadá

PORTCORPUS CHRISTI

Print	Online		Ride in Theater	HOOKS	Movie Theaters
<i>Caller-Times</i> <i>Beeville Publishing</i> <i>Aransas Pass Progress</i> <i>Nueces County Record Star</i> <i>Port A South Jetty</i> <i>Padre Island Moon</i> <i>San Patricio Publishing</i>	KIIITV.com KRISTV.com Facebook.com Instagram.com Caller.com Brand Network		September Movie Screening at Water Gardens	2016 Baseball Season, In-game promotion Trade of the Game, Videos on Jumbotron	Videos to air the weeks of: 8/5 – 8/11 9/23-9/29 11/4-11/10 12/16-12/22 12/23-12/29
Circulation: 108,304	Impressions: 5,690,085	500 Attendees	350,964 Attendees Impressions: 1.1M	Impressions to Date: 168,178	

Aug '16	Sep '16	Oct '16	Nov '16
<i>Dry Cargo International</i> <i>T21 Revista</i>	<i>AAPA Seaports Convention Issue**</i> <i>Expansion Solutions Magazine**</i> <i>Global Trade Magazine</i> <i>Journal of Commerce – Texas Dir.</i> <i>Maritime Executive</i> <i>Mexico Energy</i> <i>N. American Clean Energy (below)</i> <i>SHALE Magazine</i>	<i>Breakbulk Americas</i> <i>Mexico Energy</i> <i>T21 Revista (below)</i>	<i>Seatrade – Panama</i> <i>Maritime Review 2016 (printing Nov.)</i>
16,210	162,209	45,000	16,000

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

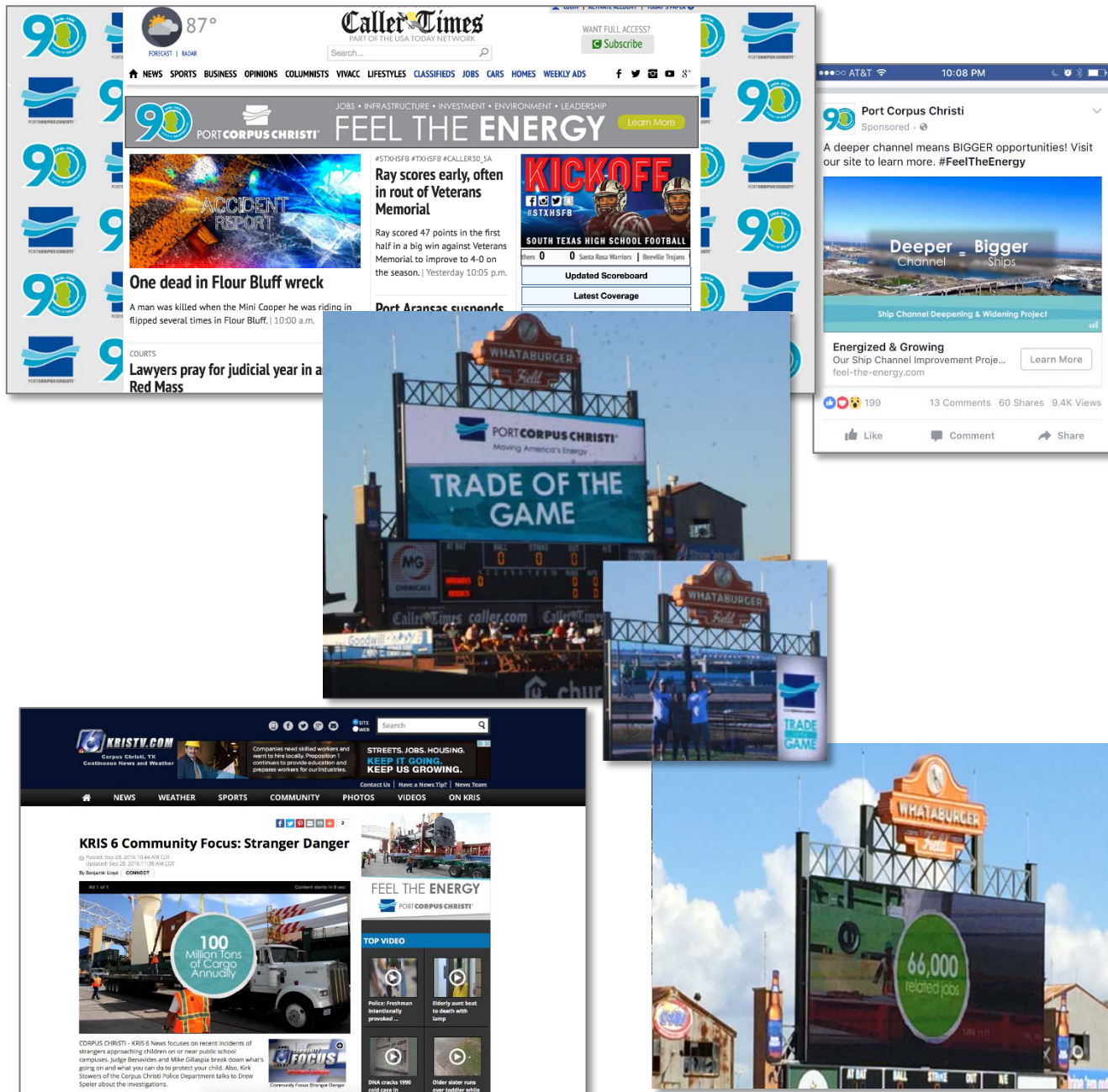
**Distributed at conference – bonus circulation.

FEEL THE ENERGY

Media Recap: 2016 Campaign

This year the media plan consists of print, digital, and non-traditional advertising.

Print:	\$12,760
Online:	\$92,205
HOOKS Sponsorship:	\$8,300
Ride-In Theater:	\$1,175
Movie Theaters:	\$4,740
Total Media Spend:	\$119,180



Hooks in-Game

Play on words for Trade' – Guests were chosen in the 4th inning to trade their berm seats for seats behind home plate. Port branding on Jumbotron with the lucky guests.

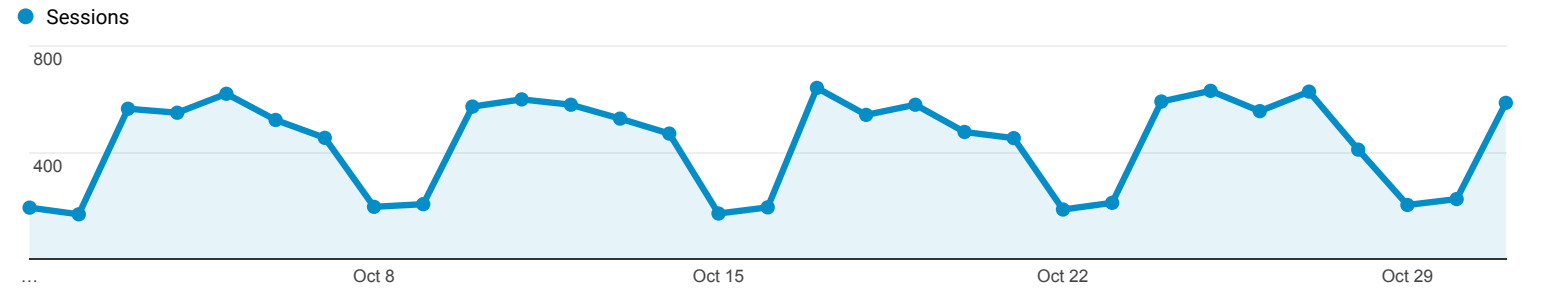
Pre-Game and In-Game :15 Videos played on Jumbotron.

Audience Overview

Oct 1, 2016 - Oct 31, 2016

All Users
100.00% Sessions

Overview



Sessions

13,516

Users

7,013

Pageviews

29,184

Pages / Session

2.16

Avg. Session Duration

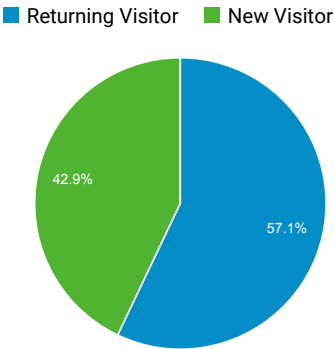
00:02:19

Bounce Rate

53.88%

% New Sessions

42.91%



Country		Sessions	% Sessions
1.	United States	12,522	92.65%
2.	United Kingdom	91	0.67%
3.	India	78	0.58%
4.	Canada	75	0.55%
5.	(not set)	75	0.55%
6.	Mexico	57	0.42%
7.	Brazil	53	0.39%
8.	Jamaica	42	0.31%
9.	Philippines	39	0.29%
10.	Austria	31	0.23%



PORTCORPUSCHRISTI

EDR - Major Events September 2016

Date	Event	Location	Type
October 1, 2016	CC Police Athletic League	Berry Family Ranch	Community Sponsorship
October 2, 2016			
October 3, 2016	Voluntary Relocation Progress Report	Port Offices	Report
October 4, 2016			
October 5, 2016	FITAC	Bogota Colombia	Conference
October 6, 2016	Wellness Luncheon	Ortiz Center	Organizational event
October 6, 2016	Hillcrest Conference Call		Meeting
October 7, 2016			
October 8, 2016	Radiology Associates: Painting for Charity	La Palmera Mall	Community Sponsorship
October 8, 2016	CC Symphony Orchestra		Community Sponsorship
October 9, 2016			
October 10, 2016			
October 11, 2016	Security Committee	Port Offices	Meeting
October 11, 2016	AAPA Freight Task Force	Port Offices	Meeting
October 12, 2016	State of Energy	Omni	Meeting
October 12, 2016	Lobster Feast	Brewster Street Icehouse	Community Sponsorship
October 12, 2016	Project Coordination	Port Offices	Meeting
October 13, 2016	Long Range Planning Committee	Port Offices	Meeting
October 13, 2016	Hillcrest Conference Call		Meeting
October 14, 2016	Botanical Gardens: Moonlight in the Gardens		Community Sponsorship
October 15, 2016			
October 16, 2016			
October 17, 2016			
October 18, 2016	Commission Meeting	Ortiz Center	Meeting
October 19, 2016	Map of Texas 2nd Annual Black Tie & Boots Gala	Omni Bayfront	Community Sponsorship
October 19, 2016	UWCB	UWCB	Meeting
October 20, 2016	Wellness Committee		
October 20, 2016	CCRA	Port Offices	Meeting
October 20, 2016	Tugboat Operations		Meeting

October 21, 2016	POCCA Golf Tournament	La Palmilla Golf	Stakeholder Engagement
October 22, 2016			
October 23, 2016			
October 24, 2016	Presentation to Del Mar College		
October 25, 2016	Sherwin Alumina Request for Mediation	Port Offices	Meeting
October 25, 2016	USO Lobster Tail & Ale	USS Lexington	Community Sponsorship
October 25, 2016	Navy Ball 2016	USS Lexington	Community Sponsorship
October 25, 2016	San Pat EDC - 2016 annual Event Honoring Education	Aransas Pass Civic Center	Community Sponsorship
October 26, 2016	CC Education Foundation	ABC	Community Sponsorship
October 26, 2016	UWCB Community Investment		Meeting
October 27, 2016	TXDOT/POCCA	Call	Meeting
October 27, 2016	Portland: State of the City	Northshore Country Club	Community Sponsorship
October 27, 2016	Young Business Professionals: Superhero Dinner	Holiday Inn Marina	Community Sponsorship
October 27, 2016	Hillcrest Conference Call	Port Offices	Meeting
October 27, 2016	Bay LTD		Meeting
October 28, 2016			
October 29, 2016	City Parks & Rec Sr. Companion	ABC	Community Sponsorship
October 30, 2016			
October 31, 2016			

1.1 Port of Corpus Christi

(a) Summary of activities

Date	Activity
10/03/2016	Citizen Alliance Meeting
10/03/2016	Barry G. (Hillcrest Resident) Program introduction meeting
10/03/2016	Lamont T. (Hillcrest Resident) Program introduction meeting
10/05/2016	Per Parcel Update
10/05/2016	Harbor Bridge Outreach event planning meeting with City of Corpus Christi
10/06/2016	Raimondi N. (Hillcrest Resident) Program introduction meeting
10/06/2016	Hillcrest/Harbor Bridge Project Weekly Conference Call
10/06/2016	Gilberto N. (Hillcrest Resident) Program introduction meeting
10/06/2016	Community Advisory Board meeting
10/07/2016	DRA site visit
10/10/2016	Sterling C. (Hillcrest Resident) home visit Program introduction meeting
10/10/2016	Seneca G. (Hillcrest Resident) Program introduction meeting
10/10/2016	Bertha W. (Hillcrest Resident) Program introduction meeting
10/11/2016	Hillcrest Voluntary Acquisition & Relocation Program weekly conference call
10/11/2016	Port Industries Meet and Greet
10/12/2016	State of the Energy meeting

10/12/2016	POCCA Staff meeting to discuss HVARP
10/12/2016	Per Parcel Update
10/13/2016	Hillcrest/Harbor Bridge Project Weekly Conference Call
10/13/2016	Marco M. (Hillcrest Resident) Program introduction meeting
10/17/2016	Type A Board meeting – Presentation on potential housing needs of the Hillcrest program
10/18/2016	Monthly Commissioners Meeting
10/18/2016	Realtor program introduction meeting
10/18/2016	Buyers Path to Closing – Community Workshop
10/18/2016	Tenant to Homeowner Testimony
10/19/2016	Christopher M. (Hillcrest Resident) Program introduction meeting
10/19/2016	Minority Advancement Project Gala
10/20/2016	Hillcrest/Harbor Bridge Project Weekly Conference Call
10/20/2016	Shelia P. (Hillcrest Resident) Program introduction meeting
10/20/2016	Hattie S. (Hillcrest Resident) Program introduction meeting
10/20/2016	Tenant to Homeowner Testimony – Community Workshop
10/24/2016	Juan S. (Hillcrest Resident) Program introduction meeting
10/25/2016	Community Appreciation event
10/26/2016	Program overview with Candy Crisman (Radio talk show host and Real Estate agent)
10/26/2016	Assie O. (Hillcrest Resident) home visit Program introduction meeting
10/26/2016	Robert L. (Hillcrest Resident) Program introduction meeting

10/26/2016	Sara R. (Hillcrest Resident) Program introduction meeting
10/26/2016	Per Parcel Update
10/27/2016	Young Business Professionals “Super Hero Dinner”
10/27/2016	Natalie H. (Hillcrest Resident) Program introduction meeting
10/27/2016	Home Ownership Counseling – Community Workshop

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

No parcels have been acquired to date pending

(c) Information on appraisals performed on specific properties

Parcel ID	Owner Reference	Status	Parcel ID	Owner Reference	Status
0410	Tovar-Rodriguez	In Review	0830	Thomas	In Review
0430	Milligan	In Review	0837	Castillo	In Review
0460	Mumphord	In Review	0839	Wolfson	Initiated
0473	Mazeda	In Review	0840	Wolfson	Initiated
0477	Banda	In Review	0856	Guzman	In Review
0487	Aguilar	In Review	0858	Wolfson	Initiated
0488	Aguilar	In Review	0860	Grande	In Review
0492	Rodrigues	In Review	0862	Kinney	On - Hold
0501	Gallegos	In Review	0865	Grant	In Review
0508		Initiated	0867	Hicks	In Review
0510	Hill	In Review	0876	Perez	Approved
0515	Alvair	In Review	0879	Wolfson	Initiated
0517	Lloyd	In Review	0892	Rosario	In Review
0533	Banda	Approved	0909	Johnson	Initiated
0544	Casarez	Approved	0911	Johnson	Initiated
0545	Brown	Approved	0912	Bolden	Initiated
0547	Lopez	In Review	0938	Banda	In Review
0562	Enriquez	Approved	0944	Ortiz	Initiated
0567	Wolfson	Initiated	0948	Torres	In Review
0573	Marroquin	Approved	0949	Padron	In Review
0579	Wilson	In Review	0952	Villarreal, et ux	In Review

0582	Jefferson	In Review	0953	Salas	In Review
0587	Coleman	In Review	0961	DKJS	Initiated
0600	Williams	In Review	0968	Clacken	Initiated
0616	Martinez	In Review	0969	Clacken	Initiated
0617	Martinez	In Review	0974	Reyna	In Review
0621	Rodrigues	In Review	0984	Claeys	In Review
0643	Smith	On-Hold	0993	Williams	In Review
0650	Reyes	In Review	1000	Ramirez	In Review
0660	Trevino	In Review	1014	Rodriguez	In Review
0671	Yancey	In Review	1015	Rodriguez	In Review
0675	Carter	In Review	1018	Markham Bros	Initiated
0678	Wolfson	Initiated	1024	Perez	On-Hold
0683	Gonzales	In Review	1025	Perez	In Review
0696	Alvarez	In Review	1032	Naranjo	Approved
0699	Alvarez	Initiated	1035	West	In Review
0702	Ovalle	Initiated	1041	Valdez	In Review
0709	Banda	Approved	1042	Sanchez	Approved
0710	Marruffo	Approved	1043	Rodgers	Approved
0715	Bardon	In Review	1045	Mircovich	In Review
0722	Garcia	In Review	1051	Osswald	In Review
0748	Garza	In Review	1052	Ayala III	In Review
0752	Landeros	In Review	1099	Mungia	Initiated
0769	Seecloud	In Review	1104	Martinez	In Review
0775	Escobar	In Review	1118	Garcia	Approved
0796	Perez	Approved	1120	Salinas	In Review
0797	Izaguirre Jr.	In Review	1148	Maxwell	In Review
0818	Dominguez	In Review	1158	Martinez	In Review
0824	Wolfson	Initiated	1187	Galvan	Approved
0828	Jackson	In Review	M001	Navarro	Initiated

The above list includes appraisals ordered in August and September

During the month of October, no additional task order was issued to appraisers.

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

Answered question from property owners regarding the relocation process and the status of their property.

- (e) Restrictive covenant purchases:

None purchased to date. Now, no program participants are interested in the restrictive covenant option.

(f) Title work performed

A total of 213 titles commitments have been ordered of which 200 have been received and are under review.

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

Met with local real estate agents to gather information on the current real estate market. The DRA team continues to update the Comparable Housing Study for the "Comp Book" weekly.

(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 October, the focus of the program consisted of; preparing offers for onsite property owners, completing initial interviews with onsite owners, document collection, searching for comparable housing and preparing relocation packages for eligible on site owner's whose acquisition packages were TxDOT approved. Unfortunately, in mid-October DRA received a notice from the Port to stop the acquisition process of making offers to acquire property from both onsite and offsite owners. The Port received a written directive from TxDOT placing a moratorium on acquisition of onsite and offsite owner parcels.

With approval of the Port, the DRA team continues acquisition and relocation activities stopping short of presenting offers.

The first Saturday of October news from FHWA Office of Civil Rights hit the neighborhood and many owners called DRA staff to inform them "of the good news" that Landlords are eligible for relocation assistance. DRA's key message to the community was thank you for the information, the Port is waiting on a directive from the TxDOT and FHWA on how to implement the relocation program for offsite owners.

Community Outreach shift its focus from workshops, community based activities to more one on one centered focus. Four workshops were held but many more

small group information sessions were held providing program eligibility information and collection of eligibility validation documents. Key message and troubleshooting kept the outreach team very busy. An Ad Hoc group of volunteer real estate brokers, property insurance and mortgage companies were formed to provide support to the DRA team. This group provides information on available housing, coordination of effort and program eligibility, process, benefits education to realtors working with or that desire to work with Hillcrest residents.

To date a total of 219 title commitments have been ordered with 207 title commitments received.

Titles are being reviewed and the acquisition Manager continues to work with property owners to resolve title issues.

May 7th Letter

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 October 2016, DRA has received 196 letters from property owners interested in selling their property, 32 letters from owners requesting additional information. The number of parcels, whose owners have expressed an interest in the restrictive covenant has been reduced to 0. This represents a participation level of 45% of the 498 parcels.

Community Outreach

In October community outreach focused on continuing to contact new parcel owners. Outreach had face to face program introductory meetings with 18 parcel owners with 2 meetings conducted in resident homes. As a part of the community outreach function eligibility documents are requested, collected, and verified. In October 34 program participants delivered eligibility documents.

On October 25th, DRA kicked off the holiday season with the first of 3 community appreciation events. DRA had over 75 children from the Hillcrest community and their guardians participate in a Halloween event. Overall the events were successful. We interacted with several residents that had never come to the 2301 N. Port Ave. site office before. In November and December, we will have Thanksgiving and Christmas family dinner give away.

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

- * Buyer Path to Closing
- * Tenant to Homeowner Testimony
- * Homeownership Counselling

Acquisition

During the month of October, Acquisition continued to meet with 31 owners. The landowners that came in were the same landowners complaining to me that it was taking too long to have their property appraised and for us to make an offer. The Acquisition Manager communicated the status to each program participant and addressed all their concerns. Acquisition manager is continuing to work on title curative plans for the 98 additional titles that have been completed. The original 100 title curatives have been uploaded into SharePoint. The Acquisition Manager had several meetings with the title companies and landowners with title issues in preparation of the acquisition offers and relocation offers. Some of the problems on title consist of Not Same Person Affidavits, Marital Status Affidavits of current owners and sometime previous owners, Federal and State Tax Liens, Affidavit Heirship Questionnaires, Affidavit of Heirships, Contracts of Sale for Deed, Multiple Ownerships, Disputes on who actually owns the property (brothers and sisters), Deeds of Trusts, Vendor's Liens, Child Support Liens, Correction Deeds from previous Ownership, legal descriptions that need to be corrected prior to closing, Review of Probate Records, Correcting certain aspects of the Wills of previous owners, Abstracts of Judgments, Mechanic's Liens, Review of Assumption Deeds, Correction Deeds from previous owners to replace Quitclaim Deeds, Company Resolutions, missing documentation from previous incomplete wills, proof of inheritance and state taxes of the Estates, Releases of Lis Pendens, Release of Homestead Lien Contract and Deed of Trust, just to name a few.

The Acquisition Team spent most October ensuring that the appraisers complete the appraisal process on the original 100 appraisals before the end of October. At the end of October all appraisals except 19 have started the review process. Continuous 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 31st ,38 appraisals were approved by Lory Johnson (Review Appraiser) and put on SharePoint for TxDOT for next level of review.

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 October relocation continued to meet with and interview with on-site owners whose properties are currently being appraised. Met with owners and answered questions regarding the status of their relocation benefits. 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 October with local real estate agents to discuss market trends. Real Estate agents continue to email listings and are now bring their listings to the office and post on the board provided in the lobby.

Relocation has now begun to prepare relocation packages for appraisals that have been approved to be submitted to TXDOT for review and approval

Appendix B: Port of Corpus Christi Supplemental Information

B.1. News Articles Report Attachments provided

B.2. Finance Stament

NEIGHBORHOOD VOLUNTARY ACQUISITION RELOCATION PROGRAM BUDGET TRACKING

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct.	Nov	Dec	Year
Acq Provider (DRA/OPC)													
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
Acq Provider Totals	\$0.00	\$0.00	\$0.00	\$101,627.44	\$101,325.27	\$106,914.24	\$97,257.17	\$95,966.83	\$0.00	\$0.00	\$0.00	\$0.00	\$503,090.95
Legal Expense (Welder/Leshin)													
Welder/Leshin Legal	\$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
Welder/Leshin Legal	\$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
Outsource Totals	\$59,660.00	\$20,842.50	\$45,258.75	\$30,630.00	\$0.00	\$0.00	\$57,986.25	\$9,940.00	\$32,191.25	\$0.00	\$0.00	\$0.00	\$256,508.75
Third Party Services													
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	\$1,248.41	\$0.00	\$0.00	\$21,434.96
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
Third Party Services Totals	\$24,038.65	\$27,618.46	\$12,449.40	\$3,382.61	\$3,278.33	\$3,937.28	\$4,146.87	\$8,082.37	\$3,141.70	\$1,248.41	\$0.00	\$0.00	\$91,324.08
Property													
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

Life Estates	\$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
Title Policy Fees	\$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
Appraisal Fees	\$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
Legal Fees	\$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
Recording	\$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
Surveys/Boundary Descriptions	\$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
Recording Fees	\$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
Tax Transfers	\$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 Maintenance 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
Property Totals	\$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													
Relo Assistance Payments	\$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
Moving 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
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
Relocation Totals	\$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
Field Office													
Building	\$0.00	\$0.00	\$0.00	\$0.00	\$2,085.97	\$43,283.13	\$6,262.44	\$197.83	\$0.00	\$0.00	\$0.00	\$0.00	\$51,829.37
IT	\$0.00	\$114.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.95
Fencing	\$0.00	\$0.00	\$0.00	\$0.00	\$8,418.70	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,078.70
Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,872.92	\$3,004.00	\$2,373.00	\$4,496.00	\$1,589.00	\$0.00	\$0.00	\$13,334.92
Improvements	\$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
Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.00
Sign	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$261.74	\$0.00	\$0.00	\$0.00	\$0.00	\$261.74
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$63.46	\$294.68	\$406.02	\$669.79	\$550.56	\$60.14	\$0.00	\$0.00	\$2,044.65
Trash Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$180.20	\$0.00	\$0.00	\$159.02	\$79.51	\$0.00	\$0.00	\$0.00	\$418.73
Computers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,358.31	\$39.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,397.56
Phones	\$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
Copiers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425.00	\$0.00	\$578.35	\$0.00	\$0.00	\$0.00	\$1,003.35
Copies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.14	\$105.00	\$122.09	\$0.00	\$0.00	\$0.00	\$0.00	\$290.23
Badges	\$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	\$55.60	\$76.89	\$0.00	\$3,713.23	\$11,451.52	\$1,050.32	\$1,164.78	-\$6.55	\$0.00	\$0.00	\$17,505.79
Field Office Totals	\$0.00	\$114.95	\$55.60	\$76.89	\$10,944.33	\$49,887.10	\$23,012.29	\$4,873.04	\$6,869.20	\$1,642.59	\$0.00	\$0.00	\$97,475.99
Property Maintenance Costs													
Inspections/Surveys	\$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

Abatements	\$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
Mowing	\$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
Signs	\$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
Security	\$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
Demo 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
Permits	\$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	\$15,801.99	\$248.20	\$0.00	\$0.00	\$0.00	\$16,050.19
Property Maintenance Cost Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,801.99	\$248.20	\$0.00	\$0.00	\$0.00	\$16,050.19
Incidentals													
Food & Beverage	\$0.00	\$124.20	\$1,620.08	\$1,674.68	\$836.83	\$1,020.69	\$0.00	\$77.02	\$951.75	\$0.00	\$0.00	\$0.00	\$6,305.25
Meeting Rooms	\$0.00	\$0.00	\$2,328.60	\$2,341.50	\$2,751.90	\$1,134.00	\$3,986.70	\$2,575.80	\$0.00	\$0.00	\$0.00	\$0.00	\$15,118.50
Media	\$0.00	\$506.85	\$450.00	\$1,023.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,979.85
Signs	\$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
Materials	\$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
Ground Breaking	\$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	\$1,078.88	\$0.00	\$0.00	\$514.43	\$190.53	\$181.58	\$375.64	\$223.53	\$0.00	\$0.00	\$2,564.59
Incidentals Totals	\$0.00	\$631.05	\$5,477.56	\$5,039.18	\$3,588.73	\$2,669.12	\$4,177.23	\$2,834.40	\$1,327.39	\$223.53	\$0.00	\$0.00	\$25,968.19

\$3,114.53 TOTAL

\$990,418.15

GOVERNMENT AFFAIRS

LOCAL

- Attended United Corpus Christi Chamber Government Affairs committee meeting.
- Attended PICC Public Affairs/Government Affairs committee meeting.

STATE

- Meetings with executive director and legal counsel to discuss legislative session.
- Meeting with Nueces County Appraisal District to discuss proposed port legislation.
- Meeting with Representative Hunter and Voestalpine to discuss City of Portland noise concerns.
- Attended GPAA meeting to discuss common issues affecting ports.
- Attended Gulf Ports Caucus committee meeting to discuss WRDA 2016, Harbor Maintenance Trust Fund, etc.

FEDERAL

- Congress adjourned on Sept 29th until after the November elections. WRDA 2016 was approved by the House of Representatives and the final bill will be negotiated by a House-Senate conference committee.
- Meeting with Senator John Cornyn's staff to discuss federal priorities.
- 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, FASTLANE grants, PSGP, etc.
- Attended AAPA conference.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: October Report
Date: November 3, 2016

Below, please find an update on issues of interest to the Port. Also, please find a brief summary of those activities conducted by Berlanga Business Consultants on behalf of the Port:

Governor Greg Abbott appointed Chad Craycraft and Katie Kennedy to the Texas Ethics Commission to terms that will expire November 2019. Chad Craycraft is general counsel for Best Associates and its portfolio company, Academic Partnerships. Katie Kennedy is a former state district judge in Harris County and currently a mediator and arbitrator in private practice. Recent appointee, Steve Wolens, will serve as Vice Chair of the commission.

The Health and Human Services Commission presented the Legislative Budget Board with \$6 billion in exceptional items. Exceptional items are desired services in addition to the baseline request. Some of the exceptional request includes \$1.3 billion for foster care and nursing homes, and \$3.8 billion to maintain the current level of client services.

Rep. Lyle Larson (R-San Antonio) is calling for the state to create some type of credit system to encourage surface water permit holders to capture and store excess water that flows out to the Gulf of Mexico in hopes of providing some relief during a future drought. Rep. Larson said 40 million acres feet of water is lost every year to outflow.

The House Appropriations Committee and the House Public Education Committee held a joint hearing to discuss solutions and adjustments for school finance. The committees focused on recapture, allotments and assistance on facility construction.

While Lieutenant Governor Dan Patrick plans on having the Senate focus on school choice in this upcoming legislative session, House Speaker Joe Strauss and House members from both parties believe fixing the state's public school finance system should be the priority. The issue will be hotly contested between the House and Senate next session.

Other issues Lt. Gov. Patrick highlighted for the upcoming session are reducing property taxes, border security, increased support of police officers, and bathroom laws.

- Attended a reception for Rep. Todd Hunter on October 5, 2016;
- Attended a meeting with PORT staff, General Counsel and legislative associates on October 12, 2016;
- Attended a reception for Councilman Michael Hunter on October 12, 2016;
- Attended a reception for Sen. Chuy Hinojosa on October 13, 2016;
- Attended a meeting with Port staff and General Counsel Welder at Mr. Ronnie Canales' office on October 17, 2016;
- Attended a PORT Board Meeting held on October 18, 2016;
- Attended a meeting with Sen. Chuy Hinojosa on October 18, 2016;
- Attended a Reception for Councilman Michael Hunter on October 18, 2016
- Attended a reception for Councilman Michael Hunter on October 25, 2016;
- BBC will continue communication with the members and staff of Senate IGR, Senate Natural Resources, Senate State Affairs, the Lt. Governor's office and House Transportation & Speaker's Office;
- BBC will continue to send notices regarding meetings and articles of interest to the Port via fax and/or e-mail.

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

From: Brian Yarbrough and Janiece Crenwelge
Date: October 31, 2016
Re: Activities on behalf of Port Corpus Christi during October 2016

October 3: Meeting with the Office of Sen. Craig Estes. Sen. Estes chairs the Senate Natural Resources and Economic Development Committee, which has studied expedited permitting, air emissions, and the impact of federal environmental regulations over the course of the interim.

October 4: Meeting with Rep. Elect Ernest Bailes (R-House District 18) for introduction on Port issues.

October 5: Attend and monitor for Port issues a meeting of the Joint Interim Committee to Study a Coastal Barrier System. The committee discussed the desirability and feasibility of constructing a coastal barrier system.

Attend and monitor for Port issues a Senate Business and Commerce hearing. The committee is studying occupations licensed in Texas to determine the necessity of continued state licensure and regulation. In addition, the committee is charged with monitoring changes made to the operation of the Texas Windstorm Insurance Association and with monitoring the number of lawsuits related to property claims filed as a result of hail storms and weather-related events across Texas.

October 6: Meeting with Rep. Celia Israel (D-Austin), member House Transportation Committee, regarding Port issues and interim activities of the transportation committee.

October 7: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 10: Legal research and review of correspondence from Nelda Olivo outlining proposed Port legislative initiatives for the 85th Texas Legislative Session.

October 11: Meeting with Rep. Joe Deshotel, Chair of the House Committee on Land and Resource Management. The committee's interim studies have covered issues relevant to the Port, including the rate and effects of coastal erosion, the feasibility of a coastal barrier system, and the annexation policies of municipalities. Meeting with Luis Moreno, Chief of Staff to Sen. Chuy Hinojosa regarding proposed legislative agenda involving tax treatment of Port property.

October 12: Attend and monitor for Port issues a House Insurance Committee hearing. Like Senate Business and Commerce, House Insurance is monitoring the implementation of changes made to the operation of the Texas Windstorm Insurance Association.

Teleconference with John LaRue, Nelda Olivo, Jimmy Welder, and Hugo Berlanga to discuss the Port's legislative initiatives, including property taxes and franchise agreements. Research and review of written correspondence regarding the same.

October 13: Attend and monitor for Port issues a meeting of House Natural Resources. The committee discussed the regional and state water planning process, including the structure and operation of regional planning groups and the appropriate role of the state in ensuring that the process both supports regional goals and priorities and the water needs of the state as a whole. Meetings with Rep. Byron Cook (R-Corsicana), Chair House State Affairs Committee, regarding Port issues and interim activities of the committee. Meetings with Reps. Craig Goldman (R-Fort Worth) and Giovanni Capriglione (R-Southlake) regarding Port update and interim activities.

October 14: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 18: Teleconference with Nelda Olivo to receive an update on the Port's property tax issue after the Port's meeting on October 17th with the Nueces County Chief Appraiser.

October 21: Communication with Luis Moreno, Chief of Staff to Sen. Hinojosa, following up on proposed legislative activity relating to tax treatment of Port property.

Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 25: Meeting with Rep. Todd Hunter regarding update on Port issues.

October 26: Correspondence with Jimmy Welder regarding written explanations of the Port's legislative proposals for purposes of preparing drafts from Legislative Council.

October 28: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 31: Teleconference with office of Sen. Robert Nichols (R-Jacksonville), Chair, Senate Transportation Committee regarding timing and logistics for a Port tour and information session.

October 1-31: Conferences with the offices of Sen. Hinojosa, Reps. Hunter, Lozano, and Herrero regarding Port issues. Conduct review of and legal research on legislation enacted by the 84th 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

5023 South Convent Lane, Unit J
Philadelphia, PA 19114
(215) 327-5600 (Cell)

805 15th Street, N.W.
Suite 1101
Washington, DC 20005
(202) 459-0804 (Office)

MEMO

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

Pre-Election Analysis

President - As of this writing, it appears clear that Hillary Clinton will be the next President of the United States. Based on polling, we believe she will win between 323 and 358 electoral votes, far surpassing the necessary 270 electoral votes necessary to claim the presidency. While there has been rampant speculation that the FBI's renewed investigation into her use of a private email will affect voting, we believe this race has been very stable and voter preferences are fully locked.

House - Because of partisan voter concentrations and gerrymandering, we do not see the Democrats winning the 32 seats necessary to win control of the House of Representatives. We believe Democrats will pick up between 10-20 seats. The House of Representatives will likely feature a particularly intense battle for Republican leadership after the November elections - we will provide our report and analysis on this burgeoning situation as it develops.

Senate - Of more interest are the races for Senate. Republicans currently have a 54 seat majority, but are defending 24 seats, of which 8 are now considered competitive or likely losses. Conversely, Democrats are defending 10 seats, of which only 1 is considered competitive. We currently believe that the Democrats will win a narrow Senate majority on Election Day, holding 50-53 seats in January 2017. Following please find our breakdown of Senate races:

Illinois (Current R, Likely D) - Illinois is a heavily Democratic state and would be a challenge for any Republican in a presidential election year. Incumbent Senator Mark Kirk has openly run away from the Republican presidential nominee, but it has done little to inoculate him from the prevailing voting trend. Further, his recent comments about his opponent's mixed-race heritage

at a debate most likely foreclosed any chance he could win. We believe Rep. Tammy Duckworth will win this seat easily.

Wisconsin (Current R, Likely D) - Incumbent Senator Ron Johnson caught a wave in 2010 which he is struggling to replicate in 2016. As with many states, Wisconsin sees heavy Democratic turnout in presidential years and low turnout in mid-term elections. This trend, coupled with Senator Johnson's unfavorability, creates an uphill battle that is likely insurmountable. We believe former Senator Russ Feingold will reclaim his old seat.

Indiana (Current R, Leans D) - Incumbent Senator Dan Coates announced his retirement last year, opening the way for former Senator and Governor Evan Bayh (D) to enter the race this summer. While his recent employment as a lobbyist smacks of the revolving door, his pedigree, high name identification, reputation as a pragmatist, and large campaign war chest give him distinct advantages over little known Rep. Todd Young. Recent polling, however, has shown an increasingly tight race. While Indiana is likely to vote Republican at the presidential level, these advantages should be enough to buck the trend.

Nevada (Current D, Leans D) - The retirement of Senator Harry Reid made this perpetually competitive seat the one opportunity for a pickup in 2016. Republican Rep. Joe Heck is a strong candidate who is a good fit for this rapidly changing state. However, Senator Reid's equally strong challenger, former Nevada Attorney General Catherine Cortez-Masto, has a long history in Democratic politics in a state that Hillary Clinton likely to win. While polling shows this race a dead heat, we believe that such has historically tended to undercount Hispanic and minority voters. Plus, the Nevada Democratic Party has a legendary voter turnout operation that takes advantage of the state's early voting system. We believe the presidential race's momentum and Democratic turnout operation will be enough for Catherine Cortez-Masto to hold this seat.

New Hampshire (Current R, Toss Up) - New Hampshire and Pennsylvania represent the two true toss ups of this cycle and we believe the Democrats will win one if not both seats currently held by Republicans. Senator Kelly Ayotte is running against a particularly strong challenger in Governor Maggie Hassan. The incumbent as struggle at points to balance her state's obvious dislike of the Republican presidential candidate against the Republican base's enthusiasm for him. Senator Ayotte, however, is more popular than her party's nominee. We believe that Governor Hassan's popularity and a strong vote for Hillary Clinton probably give the Governor the advantage in the contest.

Pennsylvania (Current R, Toss Up) - Like New Hampshire, Pennsylvania features an incumbent who is more popular than his party's presidential nominee in a state that is likely to favor Hillary Clinton by a wide margin. Senator Pat Toomey has also tried to balance his state's

(and his own personal) dislike of the Republican presidential candidate against the Republican base's enthusiasm for him. His challenger, former PA Secretary of Environmental Protection Katie McGinty, has struggled at times with name identification. However, the top of the ticket gives her an advantage that the incumbent Senator might not be able to overcome.

North Carolina (Current R, Leans R) - While polling has shown a consistent small lead for Hillary Clinton, the Senate contest has generally had incumbent Republican Senator Richard Burr with a similar small lead over former State Representative Deborah Ross. While a close race should be viewed as favorable to Democrats, Burr's low key style and personality may inoculate him against an unpopular Republican nominee and Governor. We believe Burr has the advantage going into Election Day, but would not be surprised if the top of the ticket dragged him down.

Missouri (Current R, Likely R) - Missouri features one of the more interesting races in the country and while incumbent Senator Roy Blunt enjoys the advantage of running in a state that votes reliably Republican for president, he is facing a particularly spirited challenge from Democratic State Senator Jason Kander. Interestingly, Missouri could vote for both the Republican presidential nominee and a Democratic Senator. We believe that Senator Blunt still holds the advantage going into Election Day, however.

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.

Of great interest will be the election's effects on House leadership races. We will provide a full election analysis and regular updates on the resulting power struggles after the election.

Corpus Christi Ship Channel Improvement Project

A new incoming Administration will take time to fully staff up. The good news is that the OMB Director is typically in place on day one of a new Administration - OMB Director is a member of the president's staff and thus does not require Senate confirmation. The Assistant Secretary for Civil Works, however, does require confirmation. Additionally, filling the position is typically not the highest priority for a new president.

Thus we have a 2 month window after Election Day to make our case to the current Administration. Otherwise, the natural delays of a transition could push decisions back a few months.

INFORMATION TECHNOLOGY

Status of Information Technology Programs & Initiatives

- Helpdesk – 346 IT helpdesk tickets submitted and 313 tickets resolved in October.
- Phone System Replacement – This project received Commission approval in August. Equipment has been ordered and planning is under way for implementation. All hardware has been received and inventoried. Cabling is currently being installed where needed for upgraded overhead paging. This project will be complete by end of year.
- New Website – Migrated hosting providers to prepare for new website. New site was soft launched in October. Launch went very smooth with little downtime.
- 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. Time Warner has completed the local fiber work in Corpus Christi and are working on the Cyrus One connection at this time.
- Agenda Management – 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. Infrastructure setup is complete and servers are being migrated as their applications are being upgraded.
- 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 Oct: 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 turbine 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 collaborated with internal Engineering Department regarding project to enhance a new potential laydown area on Southside.
- Staff continued internal collaboration efforts towards new laydown site at Rincon for confirmed Q1 2017 wind turbine components.
- Staff collaborated with wind turbine manufacturer for a November meeting with all involved entities for 2016 & 2017 inbound cargo.
- Staff secured laydown area for wind turbine manufacturer's Safe Harbor wind turbine components.
- Staff connected Class I railroad with potential wind energy cargo lead ex Mexico. Staff worked with wind turbine manufacturer to secure additional components via POCC through Q4 2016.

PROJECT CARGO

- Vessel calls during Oct: Project cargo vessels: 3
- Continue coordinating the import shipments of project cargo for M&G logistics and mobilization with our team.
- Heavy project cargo components for construction of the Corpus Christi Liquefaction project are handled, within the inner harbor general cargo docks, from vessel onto barge to final destination.
- Staff assisted Class I railroad to secure a meeting with local entity.

DRY BULK CARGO

- Continue to work with staff to evaluate cranes 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 transport of natural gas into Mexico are looking to use the Port for unloading large diameter pipe. Analyzing land for short term storage needs and anticipated cargo volumes coming in November.
- Continue to work with pipe coating entity on covered storage needs for construction of new facility in the Corpus Christi area.
- Staff continues to meet and support M&G with project cargo storage needs, covered and open area.
- Monitoring covered storage needs for incoming clients with super-sack cargoes
- Staff attended Corpus Christi Rail Association Fall meeting with Class I railroads, including a side meeting with an individual Class I with regards to 2017 projections.
- Staff assisted with 2017 Budget process for several cost centers.
- Staff attended internal meeting regarding potential updates of Port tariff language.
- Staff worked with new Commercial team member regarding familiarization with cargo docks and laydown areas.
- Staff worked with accounting to secure necessary documentation to initiate the 2017 Stevedore & Freight Handlers renewal licenses.

LATIN AMERICA TRADE

- The Mexican, northern State of Tamaulipas is going to play a “key” role for handling significant volumes of cargoes required for the petroleum and gas due to the Energy Reforms in Mexico. The Port was invited to attend the swearing-in of the new State Governor in Tamaulipas as well as over twenty Texas based business entities. The Texas Secretary of State was present as well.
- The Port was invited to present the latest investments/developments within the annual ANIERM (Mexican Association Importers-Exporters) in Mexico City. Most of the 200 delegates were surprised to see the billions of dollars in investment taking place within this strategic Port.
- For the month of October we had 29 information request from Central American entities.

GENERAL ACTIVITIES

- Attended-participated within the yearly rail meeting involving the short line railroad company and the three class one railroad companies at the Port.
- Moving forward with the Bulk Terminal Market Study. The preliminary draft study was presented and we should have the complete and final version in mid-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.
- Working to find a suitable location for military temporary office trailer.
- Working to secure full payment from one of the entities handling salt through this port.

FOREIGN TRADE ZONE

- FTZ Manager attended the NAFTAZ Annual Conference in Orlando, FL on October 16-19. CBP and FTZ Board Executive Secretary addressed the group and provided updates on Customs and FTZ initiatives. There were several presentations throughout the conference which provided more guidance on upcoming requirements and changes for mandatory electronic processing of FTZ transactions.
- FTZ Board has approved Sherwin Alumina's request to terminate their FTZ subzone. Appropriate correspondences have been sent to all parties notifying of this FTZ site termination.
- FTZ Manager is working with Tex-Isle Supply, Inc. on information required for CBP activation approval of their site which was approved for FTZ designation earlier this year.
- FTZ Manager is working with M&G and CBP to approve new designated FTZ area at M&G site location. Also working with CBP to deactivate M&G FTZ area at Bulk Terminal site.

ORTIZ CENTER

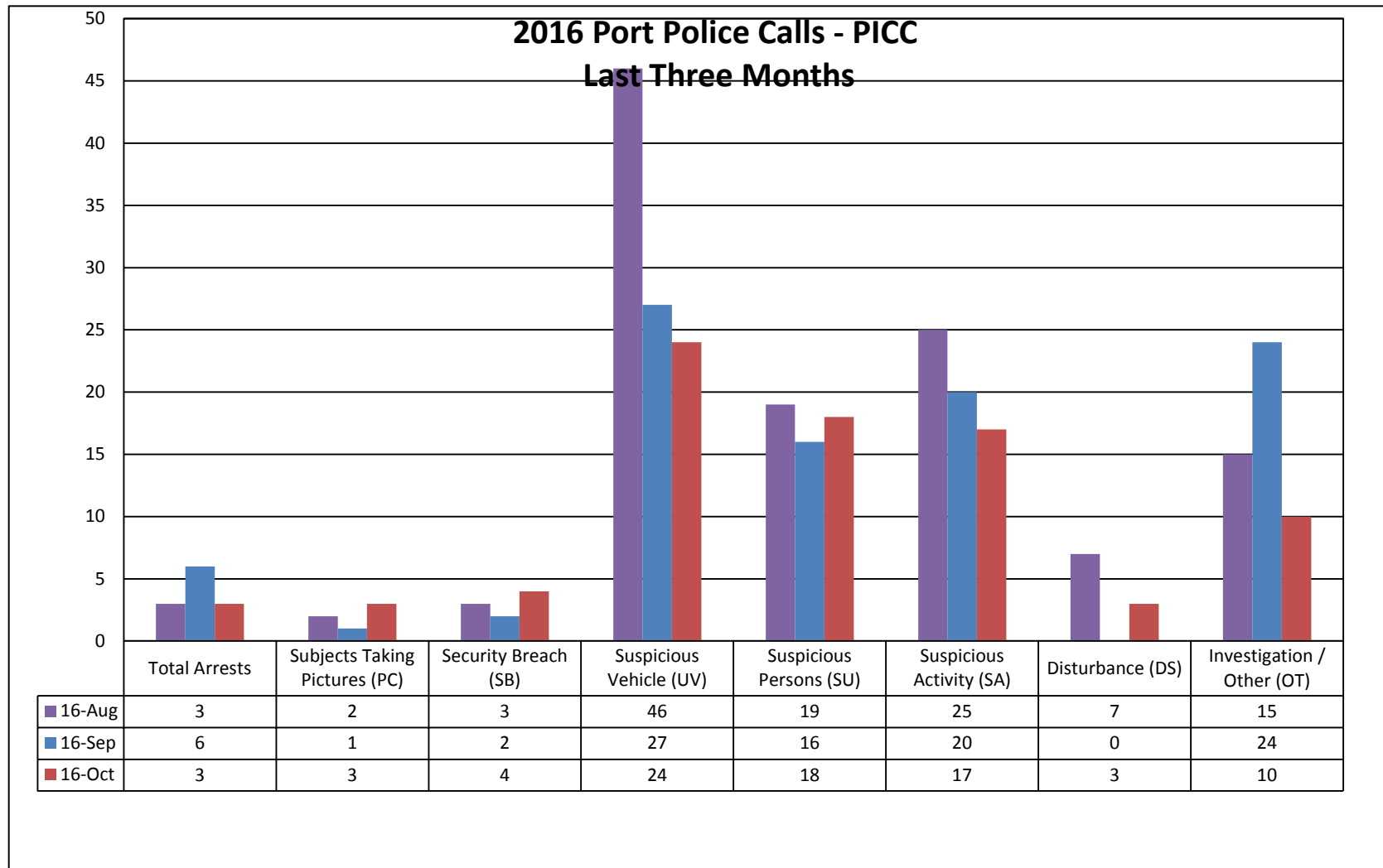
- The month of October was a slower month as expected, however we did exceed slightly exceed sales for the month.
- This month we were pleased once again to welcome the CC Christian Fellowship for their 30th Anniversary Dinner and Spohn Health Systems for their annual Service Awards featuring a Great Gatsby theme that transformed the ballroom back to yester year. We also welcomed back the So. Texas Botanical Gardens, but not due to inclement weather this time! With a year to plan, we were able to create a unique environment with the Gardens team to utilize the Ortiz Center in such a manner that created not only a unique great flow to the event, but showed the versatility of the Ortiz with it ample outdoor and indoor spaces.

- We also welcomed the Texas Jazz Festival Society this year hosting a 4th stage on the plaza. While the 4th stage was just from 4pm-11pm on Saturday night, allowing the Jazz Fest to spread out helped elevate the parking and overcrowding they have experienced in previous years. We have received great responses from attendees and are in talks with the JazzFest about expanding next year.
- As part of our continued commitment to the community, we are pleased to report that Spectra and the Ortiz Center has provided over \$233,000 in discounts and sponsorships to various non-profit and Community Based Organizations year to date. The support given by the Ortiz Center assists these wonderful groups in their ability to generate the resources needed to provide their services throughout the Coastal Bend region.
- Below are 2015 totals and numbers to-date for 2016 activity.

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

2016	Guest Attendance	Number of Events	Revenue
January	4,621	41	\$149,911
February	4,366	39	\$204,819
March	4,553	59	\$199,597
1st Quarter	13,540	139	\$554,327
April	5,033	47	\$207,522
May	5,980	47	\$190,851
June	4,342	44	\$213,748
2nd Quarter	15,355	138	\$612,121
July	2,634	33	\$113,642
August	5,045	53	\$183,800
September	4,490	39	\$180,273
3rd Quarter	12,169	125	\$477,715
October	4,732	38	\$128,091
November			
December			
4th Quarter			
YTD Total	45,796	440	\$1,772,254

SECURITY



OPERATIONS

HARBORMASTER

Ship Arrivals	Tankers	Freighters	Year to Date Ships
October 2016	110	30	1380
October 2015	102	41	1471
Barge Arrivals	Tank Barges	Freight Barges	Year to Date Barges
October 2016	471	4	3907
October 2015	420	17	4910

Shifting	Tankers	Freighters	Tank Barges	Freight Barges
October 2016	7	4	842	6
October 2015	18	5	761	0

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
2016	4.52	15.32
2015	4.61	14.10

Channel Disruptions

Channel Disruptions	Total Hours	Collision	Chokepoint between ADM & Citgo	Wind/Fog	Rig
October 2016	7	--	7	--	--
October 2015	98.38	21	--	71.71	5.67

Delays	Inbound Delays	Outbound Delays
October 2016	--	1
October 2015	27	23

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
- Storm Water MGMT-Working with engineers to develop run-off strategy
- Replacing idlers on conveyors 75% complete
- Preparing for paving projects by shiploader and CB2
- Preparing for Bulk Terminal Fencing Project
- Bulk Terminal Market Study RFP
- Bulk Terminal Master Plan Consultant chosen. (Cardno Inc.)
- Market Study for Bulk Terminal presented
- Received final M&G Project cargo vessel

Activity (short tons)

Railcars

- Load rail cars: 0 railcars loaded
- Unload rail cars: 0 railcars unloaded

Bulk Dock #1

- 27,557.77 Metcoke

Bulk Dock #2

- 99,179.42 Pet coke
- 35,891.05 Sulphur

Pads

- 132,841.92 Pet coke
- 15,917.00 Sulphur

YARDS & RAIL

- Rail traffic steady with ADM doing 1035 railcars milo maize, some wheat
- 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 – 600 railcars loaded outbound
- 1880 total revenue rail cars in October 2016 compared to 1835 revenue cars in October 2015
- Working on Agreement (CCPN 1997 Operating) with Welder, Strawbridge and Class 1 RR's
- 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 – 05 vessels arrived October
- CD 9 – 11 vessels arrived October

MAINTENANCE

Ortiz Center

- Repaired overhead door in north side of garage
- replaced water heater circulating pump
- assisted Todd with identifying breakers for food warmers
- inspected and tested operation of heating elements on kitchen water heater
- attended pre-construction meeting for cooling tower project
- conduct monthly lawn irrigation sprinkler system and made repairs needed
- checked on progress of repairs to cooling towers and chiller units

Commissioners Court:

- Set up and tear down stage

Guard Houses

- Serviced a/c units on all guard houses
- ordered new window for Stroman
- removed paper towels from lift station pump at Stroman
- delivered new chair and disposed of broken chair at BMD guardhouse
- pressure washed bird droppings at Ave F guardhouse
- replaced light fixtures at Viola
- repaired water fountain leak at Stroman
- adjusted restroom door and repaired toilet and replaced seat at Avery
- install new section of fencing at entrance of Avery

Administration Building

- Replaced front entrance window blinds
- troubleshoot and repaired a/c chiller failures
- repaired cold deck piping flange on 2nd floor air handler
- cleared 2nd floor water fountain drain
- repaired various lights throughout the building
- assist personnel with various maps
- picture and office furniture moves

- Completed painting in Nelda's office
- replaced wax ring on urinal on 3rd floor
- repaired urinal drain piping on 2nd floor
- replaced floor drain p-trap on 3rd floor men's restroom
- installed "Exit" signs and directional arrow on parking lot

Annex building

- Oversaw city water department with main shut off valve replacement
- installed shut off valve to water cooler at HMO
- replaced water lines to coffee maker and water cooler on 1st floor break room
- replaced commode flush and fill valve in handicap restroom on 1st floor
- replaced vacuum breaker and flush diaphragm on second floor men's restroom
- performed quarterly deep cleaning of floors and restrooms
- repaired and lubricated exit gate south east of building
- installed safety window and painted 2nd floor emergency exit stairwell door

Port Security/PD

- Continued construction and finalizing new office
- assisted in setting up new office
- assisted Chief with office furniture move
- troubleshoot and ordered repair parts for boat lift 1
- checked-identified and labeled all door locks and key ways

BMD

- Adjusted a/c vents in kitchen area

Cargo Docks

- Assisted city with fire hydrant test and inspections at CD 15 and CD 9
- replaced fire system piping on outside awning of CD 15
- replaced damaged loading dock timbers at CD15
- serviced a/c units at CD 9
- 14 and 15

Oil Docks

- Scraped-chipped and painted 3 mooring bits at OD 2
- installed traffic signs at OD 14
- delivered materials for contractors at OD 2
- replaced dock sign frame at OD 2
- troubleshoot and repaired lift station pump at OD 8
- repaired leaks to pump house fire piping at Avery
- monthly fire monitor inspections on all oil docks
- replaced paper towel dispensers on all oil dock restrooms
- repaired toilet tank leak at OD 1
- serviced a/c units on all oil docks

- replaced parking stones at OD 7 parking lot
- repaired fire system valve to prevent foam tank overflow at OD 7
- replaced toilet mount bolts and wax ring at OD 8
- Installed new fence between rolling gate and guardhouse at Avery point

Fire Boat

- Performed weekly checks
- charged port side a/c with refrigerant
- repaired corroded connections to hydraulic motor to boom
- perform initial startup of starboard side a/c unit
- replaced boom nozzle actuator,
- replaced water overboard hussy valve assembly

Gates, Fences and Roads

- Backfilled pot holes at La Quinta KBH road
- backfilled potholes at CD 14 and 15
- repaired damaged hurricane fence at M&G
- replaced various signs throughout facilities

Maintenance shops

- Fabricated outboard lower unit support bracket
- made repairs to BBQ trailer fire box
- repaired work barge trailer
- 21 employees participated in the Forklift certification training course
- 11 employees participated in the boom lift-scissor lift certification training course

Property Other

- Replaced storm water sampler in maintenance yard as requested by environmental
- replaced tide gauge reader near CD 1
- attended EMS internal audit training, replaced 5 drain grating on storm outfalls on south side laydown yard
- assist environmental with installation of drain filters on south side laydown yard area
- installed navigation lights at La Quinta

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
- conduct monthly sub water meter readings
- 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 returned from FMLA 10/17/16
- 2 Maintenance vacancies exist: Grounds Maintenance Worker (selection made) & Mechanic Assistant (selection made)

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
	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

Program	Description of Activities	Target Completion Date	% Complete	Status
Environmental Management System	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
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	Ongoing	6%	Ongoing
	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
Ozone Advance	Participation in Air Quality Committee and Ozone Advance Working Groups.	Ongoing	Ongoing	Ongoing
	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:

<u>Project Description (Proj. #)</u>	<u>Consultant Agreement Type</u>	<u>Description of Activities</u>	<u>Target Completion Date</u>	<u>% Complete</u>	<u>Status</u>
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
Geographic Information System	Professional Services Agreement –	Data migration.	1/15/2016	100%	Completed
		Conversion – application setup, testing, reporting setup.	5/31/2016	100%	Completed

<u>Project Description (Proj. #)</u>	<u>Consultant Agreement Type</u>	<u>Description of Activities</u>	<u>Target Completion Date</u>	<u>% Complete</u>	<u>Status</u>
Maintenance and Upgrade (15-017B)	Brown & Caldwell	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
Sampling to Support OD-3 Expansion Plans (14-058A)	MA 04-14 RSA, SO# 8	Master Plan – Final Draft	4/30/2017	0%	Not Started
		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
Bulk Terminal Storm Water Quality Improvements (15-046A)	MA 14-01 LAN, SO# 3,7	Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Not Started
		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
Landscape Enhancements (15-057A)	MA 13-07 LNV, SO#5	Construction completed.	3/31/2017	0%	Not Started
		Phase I 60% design.	3/31/2016	100%	Completed
		Phase I 95% design submittal.	5/1/2016	100%	Completed
		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

<u>Project Description</u> <u>(Proj. #)</u>	<u>Consultant Agreement</u> <u>Type</u>	<u>Description of Activities</u>	<u>Target Completion</u> <u>Date</u>	<u>% Complete</u>	<u>Status</u>
		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:

<i>Consultant (MA#)</i>	<i>2015 Service Order Amounts</i>	<i>2016 Service Order Amounts</i>
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
Total MA's	\$566,716	\$521,476

ENGINEERING SERVICES

As of October 31, 2016 (billing through September 30, 2016), the Port of Corpus Christi Authority Department of Engineering Services had completed 8 projects and has 102 projects in progress. These projects consist of 50 Capital, 33 Maintenance, and 19 Professional Service projects. During September, \$1,078,000 was invoiced for ongoing work. To date this year, approximately \$28,923,000 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 October 2016 Report				
Project Type	No. of Projects	2016 Budget Amount	Expended to Date	2016 Year-End Forecast
Capital	50	\$81,860,826	\$25,200,000	\$36,468,000
Maintenance	33	\$4,005,000	\$3,183,000	\$3,398,300
Professional Services	19	\$2,425,000	\$540,000	\$750,000
Total	102	\$88,290,826*	\$28,923,000	\$40,616,300

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

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

Viola Barge Basin Bulkhead Addition (16-035F)
 Inner and Outer Harbor Land Management 2016 (16-019A)
 Fire System Pressurization Upgrades at Oil Docks 1 and 2 (14-023A)
 Repairs on East Trestle at Bulk Dock 1 (16-015G)

MASTER AGREEMENTS AND SERVICE ORDERS

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

	<u>2015</u>	<u>2016</u>
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
LNV, 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

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)

Ongoing Ship Channel and PCCA Dock Slip Maintenance Dredging

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

Department of Engineering Services

Project Design & Construction Status Report

DESIGN PROJECTS

Project No.	Project Title	Project Manager	% Completed
<u>Capital</u>			
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 - Permitting Only	BP	20
15-047A	Chiller Replacement at Ortiz Center	BP	
16-032A	General Improvements to Cargo Dock 9 Transfer Facility	BP	70
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	90
15-050A	Mike Carrell Road Construction	DLM	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	90
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	40
16-039A	Construction of Acceleration & Deceleration Lanes at La Quinta Terminal	LGD	70
15-041A	Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NEF	50
<u>Maintenance</u>			
16-018A	Roadway and Parking Lot Repairs (2016)	BP	50
15-037B	Repair Bridge to Oil Dock 12	EM	90
16-047A	Resurfacing of North Side Open Storage Area	EM	30

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

Project No.	Project Title	Project Manager	% Completed
<u>Capital</u>			
14-028A	Bulk Terminal Office Renovation	BP	90
15-053A	Reconstruction of Sam Rankin Road (24/76)	BP	
16-033A	New Public Oil Dock 15	BP	
13-032A	Construction of Oil Dock 14	DLM	90
13-043A	Nueces River Rail Yard Phase - II	DLM	60
15-065A	Joe Fulton Corridor Waterline Extension	JEM	90
15-015K	Storm Water Drainage Improvements at Public Fishing Areas	LGD	
12-031B	La Quinta Terminal Mitigation – Aquatic Habitat – Phase II	PDC	
<u>Maintenance</u>			
15-039B	Marine Improvements at Oil Dock 2	JEM	20
16-049A	Maintenance Painting at BT	JEM	40

Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

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September 2016



PORTCORPUS CHRISTI™

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
\$ 69,670,194	\$ 40,303,783	\$ 23,668,953	70,089,873	4,686	\$ 32,431,884
↑ 11% Actual	↑ 7% Actual	↑ 63% Actual	↓ -10% Actual	↓ -19% Actual	
↑ 2% Budget	↓ -8% Budget	↑ 22% Budget			↓ -60% Budget

ALL METRICS

METRIC	YTD 2016 ACTUAL	YTD 2015 ACTUAL	% CHANGE	YTD 2016 BUDGET	% CHANGE
ASSETS	\$ 658,775,660	\$ 616,306,031	↑ 7%		
CASH & INVESTMENTS	\$ 185,194,434	\$ 170,433,158	↑ 9%		
ACCOUNTS RECEIVABLE	\$ 19,253,152	\$ 9,929,008	↑ 94%		
RESTRICTED ASSETS	\$ 71,573,783	\$ 77,013,447	↓ -7%		
LIABILITIES	\$ 141,181,182	\$ 144,446,323	↓ -2%		
NET POSITION	\$ 519,553,367	\$ 471,859,708	↑ 10%		
OPERATING REVENUES	\$ 69,670,194	\$ 62,901,883	↑ 11%	\$ 68,351,031	↑ 2%
OPERATING EXPENSES	\$ 40,303,783	\$ 37,611,857	↑ 7%	\$ 43,578,525	↓ -8%
NET OPERATING INCOME (LOSS)	\$ 29,366,411	\$ 25,290,026	↑ 16%	\$ 24,772,506	↑ 19%
NON OPERATING REVENUE (EXPENSES)	\$ (5,697,458)	\$ (10,796,264)	↑ 47%	\$ (5,381,548)	↑ 6%
NET INCOME (LOSS)	\$ 23,668,953	\$ 14,493,762	↑ 63%	\$ 19,390,958	↑ 22%
TONNAGE	70,089,873	77,890,428	↓ -10%		
SHIPS	1,239	1,336	↓ -7%		
BARGES	3,447	4,476	↓ -23%		
SHIPS & BARGES	4,686	5,812	↓ -19%		
RAIL CARS	13,446	11,533	↑ 17%		
CAPITAL PROJECTS	\$ 32,431,884			\$ 81,274,487	↓ -60%

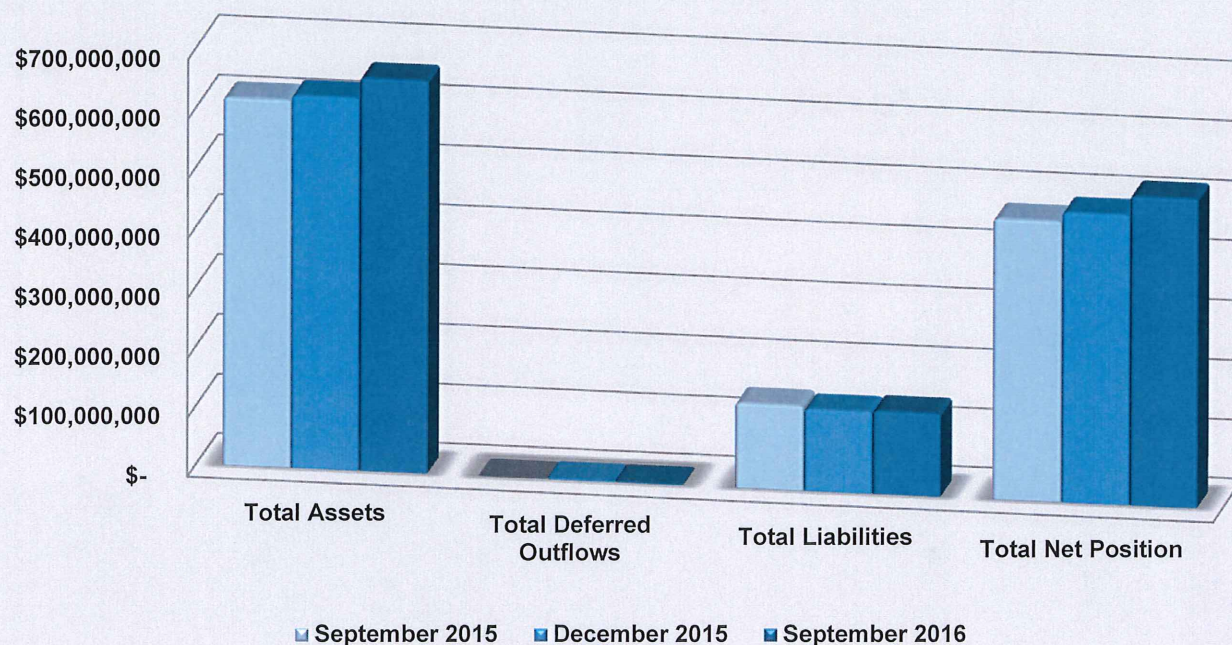
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	September	December	Annual Change	%	September	Year-Over-Year Change	%
	2016	2015			2015		
Cash/ Investments	\$ 185,194,434	\$ 155,618,723	\$ 29,575,711	19%	\$ 170,433,158	\$ 14,761,276	9%
A/R	\$ 19,253,152	\$ 17,592,762	\$ 1,660,390	9%	\$ 9,929,008	\$ 9,324,144	94%
Restricted Assets	\$ 71,573,783	\$ 90,967,295	\$ (19,393,512)	-21%	\$ 77,013,447	\$ (5,439,664)	-7%
P P & E, net	\$ 378,600,884	\$ 355,995,268	\$ 22,605,616	6%	\$ 349,731,790	\$ 28,869,094	8%
Other	\$ 4,153,407	\$ 3,967,987	\$ 185,420	5%	\$ 9,198,628	\$ (5,045,221)	-55%
Total Assets	\$ 658,775,660	\$ 624,142,035	\$ 34,633,625	6%	\$ 616,306,031	\$ 42,469,629	7%
Deferred Outflows-Pension	\$ 1,958,889	\$ 1,958,889	\$ -	0%	\$ -	\$ 1,958,889	100%
Total Deferred Outflows	\$ 1,958,889	\$ 1,958,889	\$ -	0%	\$ -	\$ 1,958,889	100%
Current Liabilities	\$ 7,709,507	\$ 7,241,469	\$ 468,038	6%	\$ 8,465,595	\$ (756,088)	-9%
Unearned Income	\$ 13,993,970	\$ 12,401,441	\$ 1,592,529	13%	\$ 16,879,293	\$ (2,885,323)	-17%
Long-term Debt	\$ 115,000,000	\$ 115,000,000	\$ -	0%	\$ 115,000,000	\$ -	100%
Other	\$ 4,477,705	\$ 4,347,870	\$ 129,835	3%	\$ 4,101,435	\$ 376,270	9%
Total Liabilities	\$ 141,181,182	\$ 138,990,780	\$ 2,190,402	2%	\$ 144,446,323	\$ (3,265,141)	-2%
Investment in Net Assets	\$ 292,330,890	\$ 287,147,608	\$ 5,183,282	2%	\$ 286,817,351	\$ 5,513,539	2%
Restricted Net Position	\$ 36,034,035	\$ 36,153,709	\$ (119,674)	0%	\$ 16,152,379	\$ 19,881,656	123%
Unrestricted Net Position	\$ 191,188,442	\$ 163,808,827	\$ 27,379,615	17%	\$ 168,889,978	\$ 22,298,464	13%
Total Net Position	\$ 519,553,367	\$ 487,110,144	\$ 32,443,223	7%	\$ 471,859,708	\$ 47,693,659	10%

Statement of Net Position



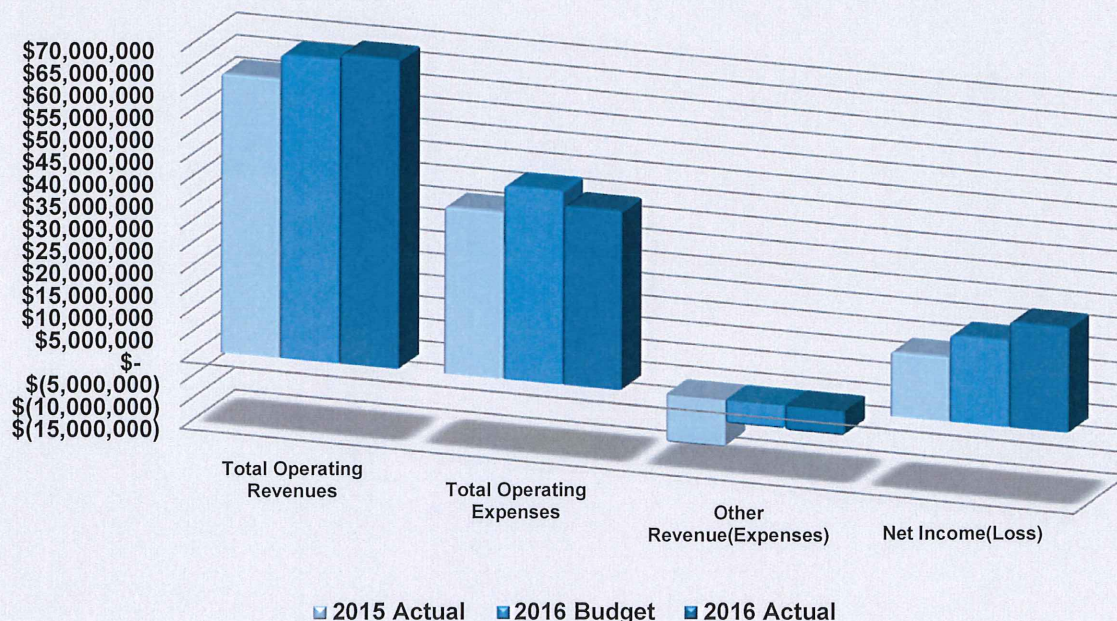
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	September YTD			Change			
	2016		2015	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 31,094,656	\$ 36,738,535	\$ 34,456,368	\$ (5,643,879)	-15%	\$ (3,361,712)	-10%
Dockage	\$ 9,204,516	\$ 12,026,802	\$ 10,905,890	\$ (2,822,286)	-23%	\$ (1,701,374)	-16%
Security	\$ 4,498,517	\$ 5,349,398	\$ 5,067,156	\$ (850,881)	-16%	\$ (568,639)	-11%
Other Shipping Services	\$ 6,078,909	\$ 7,133,322	\$ 5,656,494	\$ (1,054,413)	-15%	\$ 422,415	7%
Building and Land Rental	\$ 18,793,596	\$ 7,102,974	\$ 6,815,975	\$ 11,690,622	165%	\$ 11,977,621	176%
Total Operating Revenues	\$ 69,670,194	\$ 68,351,031	\$ 62,901,883	\$ 1,319,163	2%	\$ 6,768,311	11%
Employee Services	\$ 14,588,112	\$ 16,183,734	\$ 13,448,831	\$ (1,595,622)	-10%	\$ 1,139,281	8%
Maintenance	\$ 4,827,033	\$ 5,129,324	\$ 3,176,118	\$ (302,291)	-6%	\$ 1,650,915	52%
Utilities/ Telephone	\$ 992,848	\$ 1,001,099	\$ 1,060,312	\$ (8,251)	-1%	\$ (67,464)	-6%
Insurance	\$ 1,270,792	\$ 1,566,429	\$ 1,416,944	\$ (295,637)	-19%	\$ (146,152)	-10%
Prof/ Contracted Services	\$ 4,754,724	\$ 5,172,907	\$ 4,504,031	\$ (418,183)	-8%	\$ 250,693	6%
Operator/ Event Expenses	\$ 1,194,077	\$ 1,023,412	\$ 1,035,632	\$ 170,665	17%	\$ 158,445	15%
Admin/Trade Dvlp/Other	\$ 2,911,388	\$ 3,090,234	\$ 2,859,555	\$ (178,846)	-6%	\$ 51,833	2%
Depreciation	\$ 9,764,809	\$ 10,411,386	\$ 10,110,434	\$ (646,577)	-6%	\$ (345,625)	-3%
Total Operating Expenses	\$ 40,303,783	\$ 43,578,525	\$ 37,611,857	\$ (3,274,742)	-8%	\$ 2,691,926	7%
Net Operating Income(Loss)	\$ 29,366,411	\$ 24,772,506	\$ 25,290,026	\$ 4,593,905	19%	\$ 4,076,385	16%
Interest Income	\$ 1,442,185	\$ 535,443	\$ 522,101	\$ 906,742	169%	\$ 920,084	176%
Other Revenue	\$ 82,320	\$ 187,972	\$ 87,151	\$ (105,652)	-56%	\$ (4,831)	-6%
Gain(Loss) Disposal of Assets	\$ (64,527)	\$ -	\$ (5,853,720)	\$ (64,527)	-	\$ 5,789,193	-99%
Interest/Bond Expense	\$ (3,114,816)	\$ (3,104,963)	\$ (2,551,745)	\$ (9,853)	0%	\$ (563,071)	22%
Other Expense	\$ (4,042,620)	\$ (3,000,000)	\$ (3,000,051)	\$ (1,042,620)	35%	\$ (1,042,569)	35%
Other Revenue(Expenses)	\$ (5,697,458)	\$ (5,381,548)	\$ (10,796,264)	\$ (315,910)	-6%	\$ 5,098,806	47%
Net Income(Loss)	\$ 23,668,953	\$ 19,390,958	\$ 14,493,762	\$ 4,277,995	22%	\$ 9,175,191	63%

Statement of Revenues & Expenses



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Public Oil Docks</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 28,488,457	\$ 24,877,091	\$ 3,611,366
Operating Expenses	\$ (2,386,673)	\$ (1,750,323)	\$ (636,350)
Net Operating Income(Loss)	\$ 26,101,784	\$ 23,126,768	\$ 2,975,016
Other Revenue(Expenses)	\$ (755,991)	\$ (755,991)	\$ -
Net Income(Loss)	\$ 25,345,793	\$ 22,370,777	\$ 2,975,016

<u>Private Oil Docks</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 12,094,162	\$ 11,790,954	\$ 303,208
Operating Expenses	\$ (33,769)	\$ (38,094)	\$ 4,325
Net Operating Income(Loss)	\$ 12,060,393	\$ 11,752,860	\$ 307,533
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 12,060,393	\$ 11,752,860	\$ 307,533

<u>Dry Cargo Docks</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 5,582,463	\$ 7,821,505	\$ (2,239,042)
Operating Expenses	\$ (2,916,039)	\$ (2,113,796)	\$ (802,243)
Net Operating Income(Loss)	\$ 2,666,424	\$ 5,707,709	\$ (3,041,285)
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 2,666,424	\$ 5,707,709	\$ (3,041,285)

<u>Bulk Terminal</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 7,946,920	\$ 7,249,190	\$ 697,730
Operating Expenses	\$ (4,250,102)	\$ (4,972,602)	\$ 722,500
Net Operating Income(Loss)	\$ 3,696,818	\$ 2,276,588	\$ 1,420,230
Other Revenue(Expenses)	\$ (24,913)	\$ (750)	\$ (24,163)
Net Income(Loss)	\$ 3,671,905	\$ 2,275,838	\$ 1,396,067

<u>Conference Center</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 1,709,031	\$ 1,439,644	\$ 269,387
Operating Expenses	\$ (1,759,497)	\$ (1,740,865)	\$ (18,632)
Net Operating Income(Loss)	\$ (50,466)	\$ (301,221)	\$ 250,755
Other Revenue(Expenses)	\$ (32,503)	\$ 2,640	\$ (35,143)
Net Income(Loss)	\$ (82,969)	\$ (298,581)	\$ 215,612

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<u>Property and Buildings</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 5,944,479	\$ 7,612,221	\$ (1,667,742)
Operating Expenses	\$ (3,358,600)	\$ (5,774,696)	\$ 2,416,096
Net Operating Income(Loss)	\$ 2,585,879	\$ 1,837,525	\$ 748,354
Other Revenue(Expenses)	\$ (2,277,045)	\$ (1,234,424)	\$ (1,042,621)
Net Income(Loss)	\$ 308,834	\$ 603,101	\$ (294,267)

<u>Other Facilities</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 2,630,829	\$ 1,309,586	\$ 1,321,243
Operating Expenses	\$ (1,595,905)	\$ (1,364,639)	\$ (231,266)
Net Operating Income(Loss)	\$ 1,034,924	\$ (55,053)	\$ 1,089,977
Other Revenue(Expenses)	\$ (4,114,546)	\$ (4,114,548)	\$ 2
Net Income(Loss)	\$ (3,079,622)	\$ (4,169,601)	\$ 1,089,979

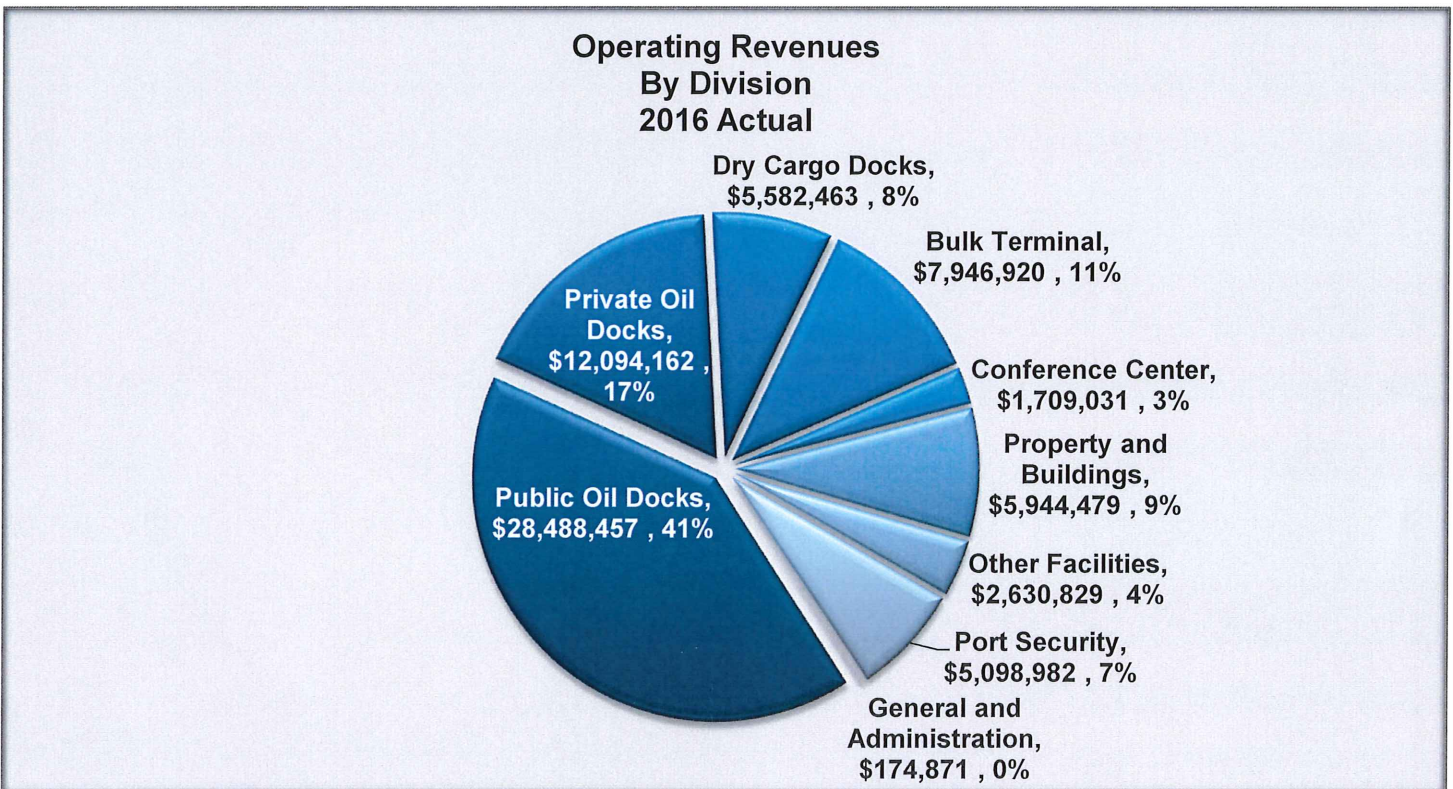
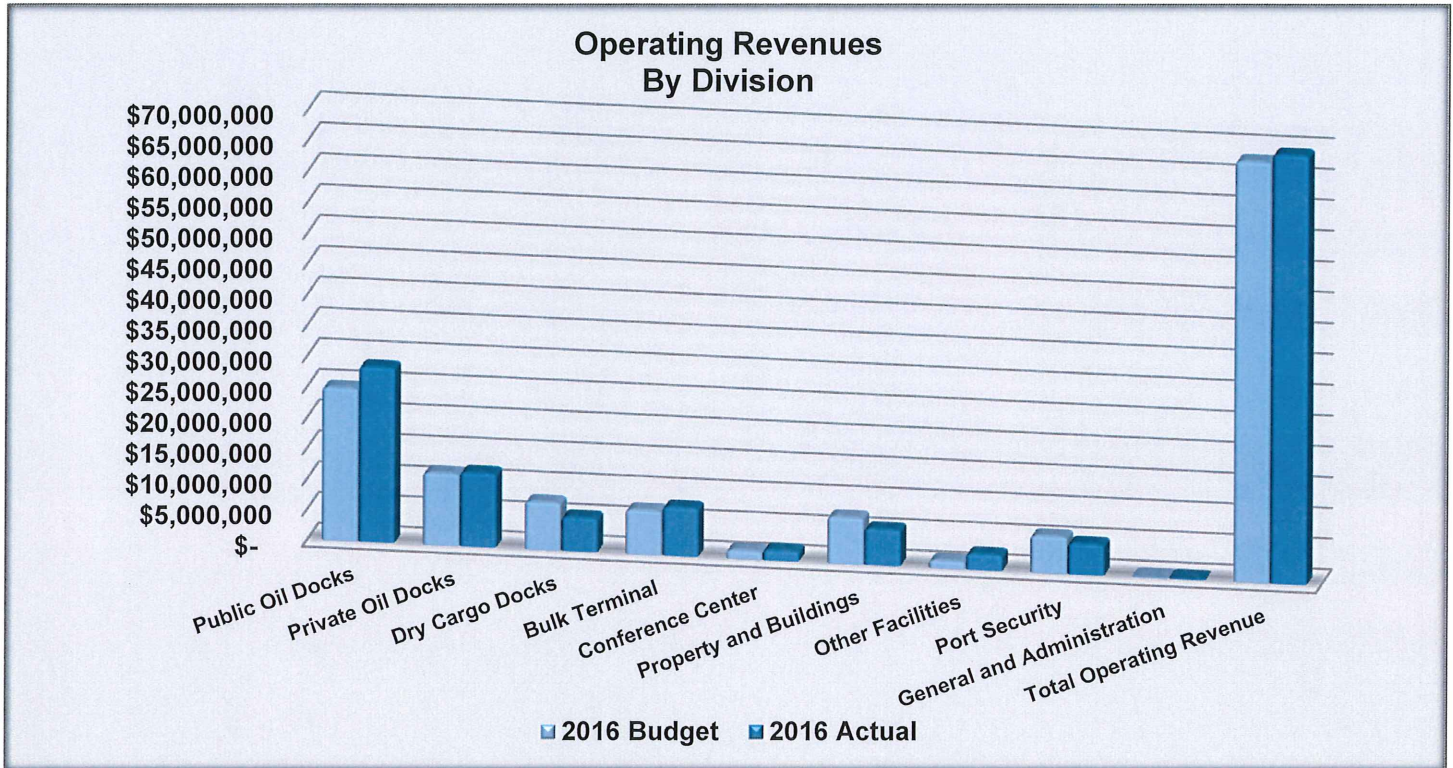
<u>Port Security</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 5,098,982	\$ 6,064,840	\$ (965,858)
Operating Expenses	\$ (7,293,944)	\$ (7,527,636)	\$ 233,692
Net Operating Income(Loss)	\$ (2,194,962)	\$ (1,462,796)	\$ (732,166)
Other Revenue(Expenses)	\$ 107	\$ -	\$ 107
Net Income(Loss)	\$ (2,194,855)	\$ (1,462,796)	\$ (732,059)

<u>General and Administration</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 174,871	\$ 186,000	\$ (11,129)
Operating Expenses	\$ (16,709,254)	\$ (18,295,874)	\$ 1,586,620
Net Operating Income(Loss)	\$ (16,534,383)	\$ (18,109,874)	\$ 1,575,491
Other Revenue(Expenses)	\$ 1,507,433	\$ 721,525	\$ 785,908
Net Income(Loss)	\$ (15,026,950)	\$ (17,388,349)	\$ 2,361,399

<u>Total</u>	September YTD		
	2016		Variance
	Actual	Budget	
Operating Revenues	\$ 69,670,194	\$ 68,351,031	\$ 1,319,163
Operating Expenses	\$ (40,303,783)	\$ (43,578,525)	\$ 3,274,742
Net Operating Income(Loss)	\$ 29,366,411	\$ 24,772,506	\$ 4,593,905
Other Revenue(Expenses)	\$ (5,697,458)	\$ (5,381,548)	\$ (315,910)
Net Income(Loss)	\$ 23,668,953	\$ 19,390,958	\$ 4,277,995

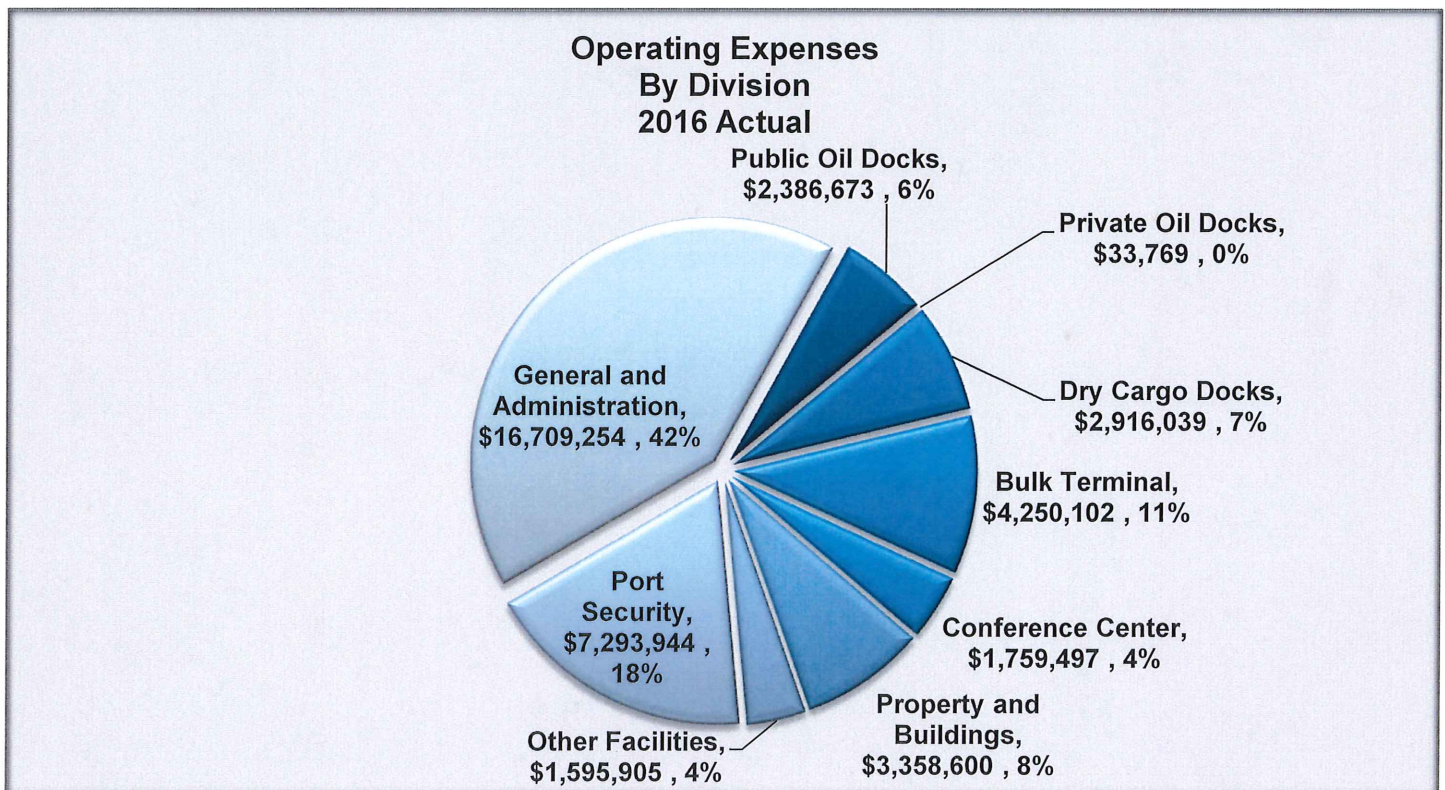
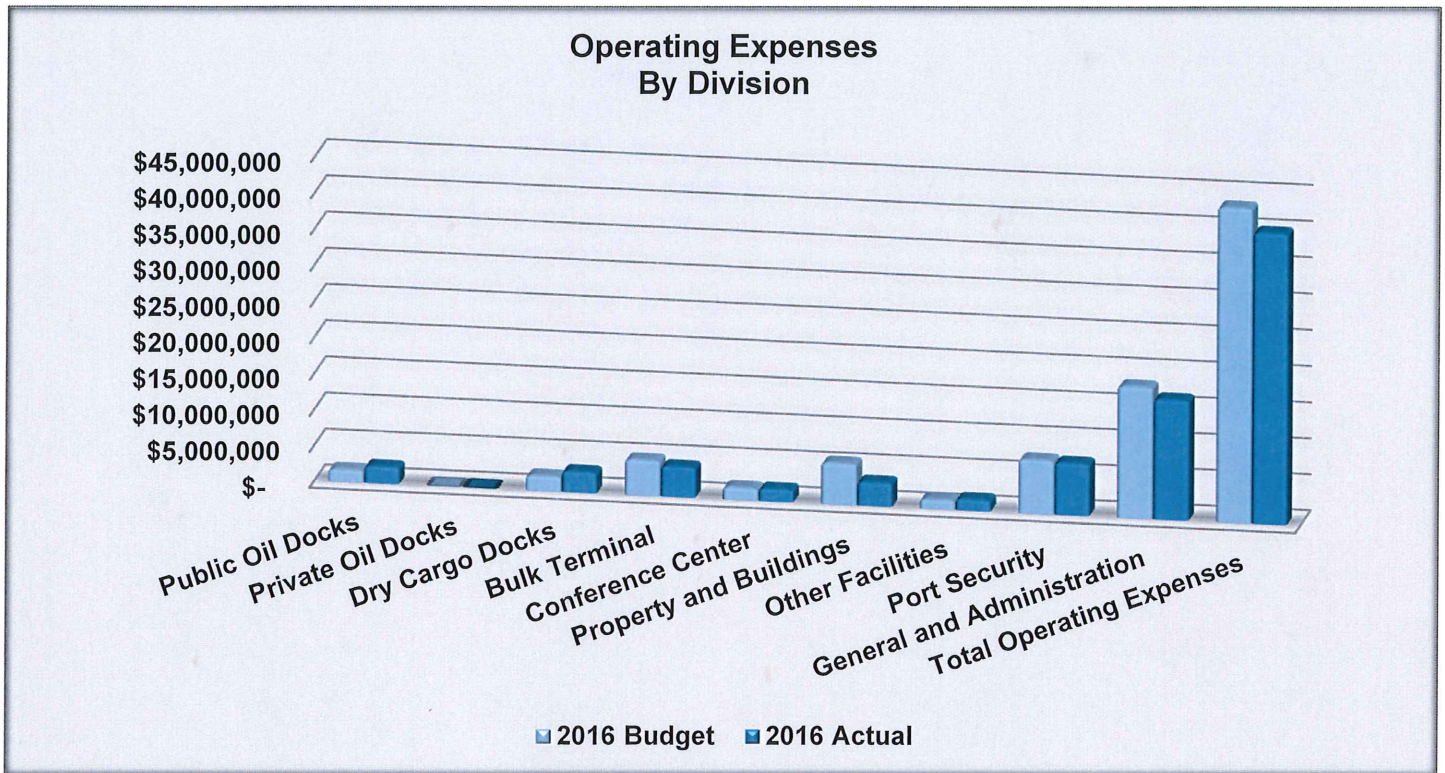
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FINANCIAL RESULTS



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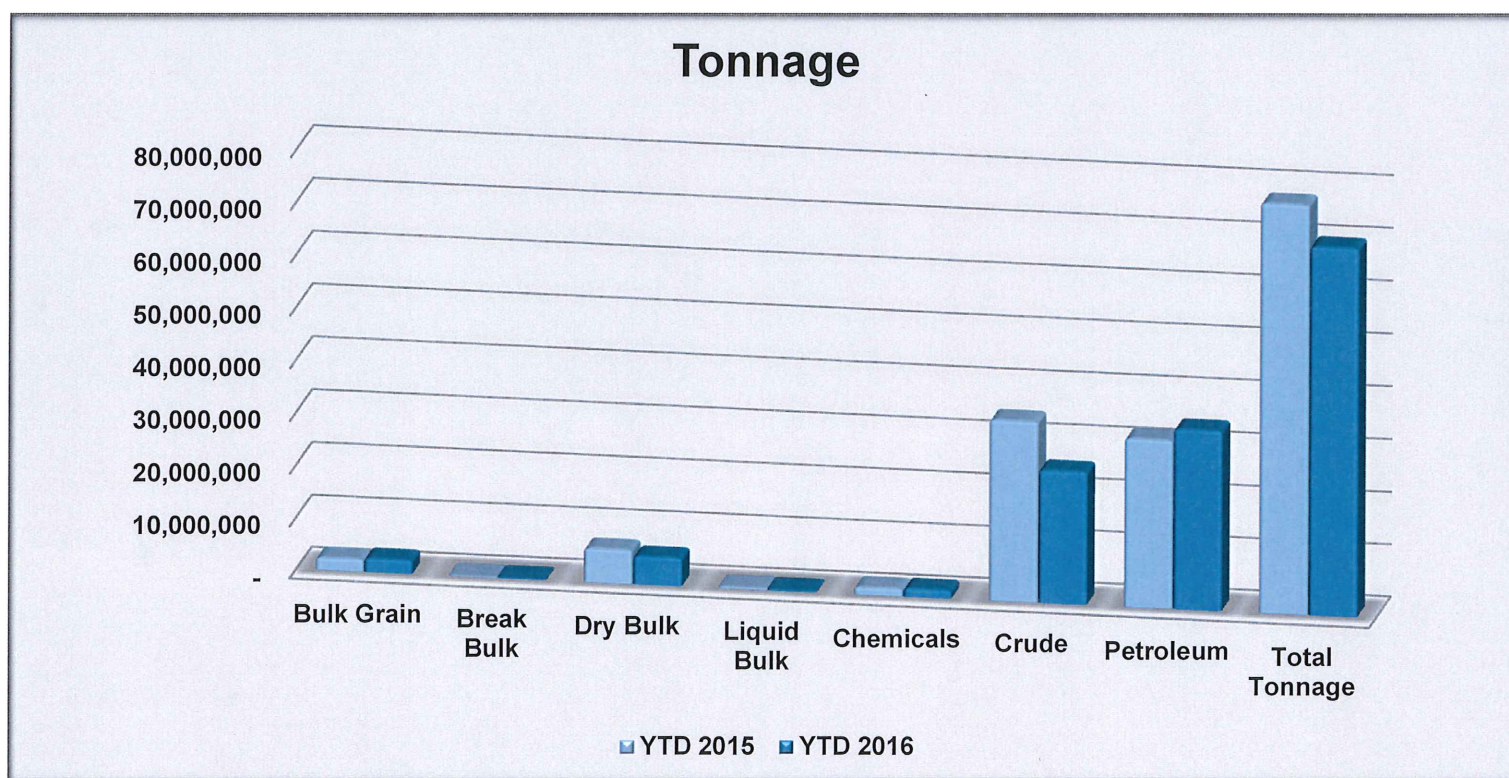


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TONNAGE

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Bulk Grain	516,050	352,359	163,691	46%	2,675,428	2,423,453	251,975	10%
Break Bulk	31,012	44,353	(13,341)	-30%	237,713	274,567	(36,854)	-13%
Dry Bulk	458,047	708,576	(250,529)	-35%	5,429,722	6,532,786	(1,103,064)	-17%
Liquid Bulk	99,616	57,658	41,958	73%	351,210	488,397	(137,187)	-28%
Chemicals	164,345	259,190	(94,845)	-37%	1,620,688	1,486,209	134,479	9%
Crude	3,181,660	3,515,194	(333,534)	-9%	25,420,843	34,515,293	(9,094,450)	-26%
Petroleum	3,877,102	3,763,820	113,282	3%	34,354,269	32,169,723	2,184,546	7%
Total Tonnage	8,327,832	8,701,150	(373,318)	-4%	70,089,873	77,890,428	(7,800,555)	-10%



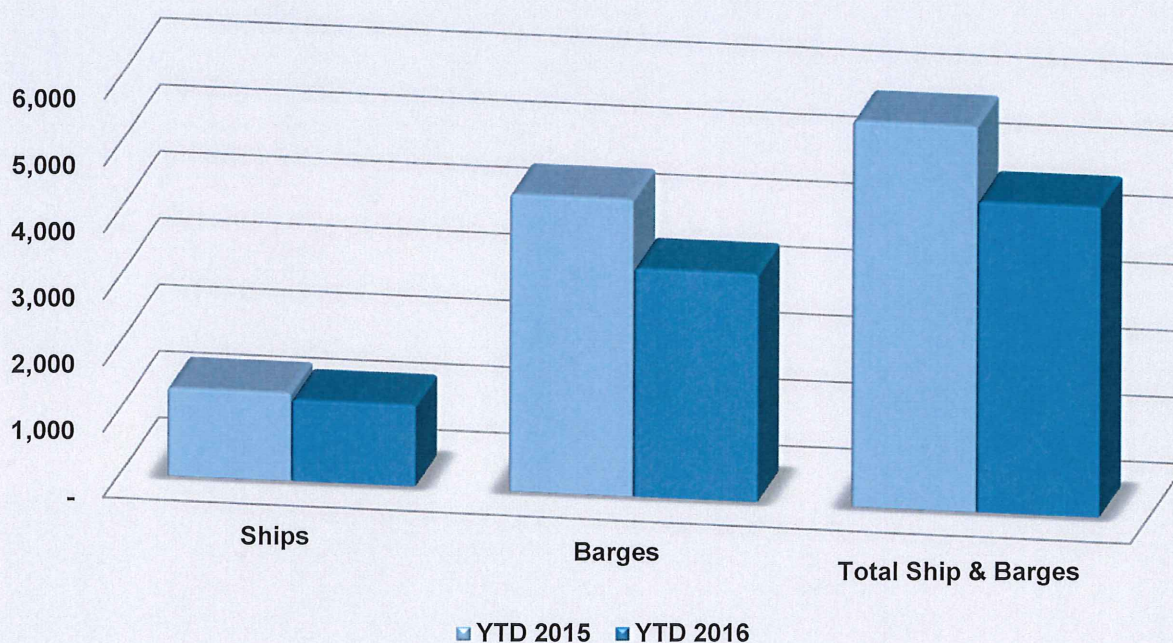
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FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Ships	145	152	(7)	-5%	1,239	1,336	(97)	-7%
Barges	394	458	(64)	-14%	3,447	4,476	(1,029)	-23%
Total Ship & Barges	539	610	(71)	-12%	4,686	5,812	(1,126)	-19%

Ships & Barges

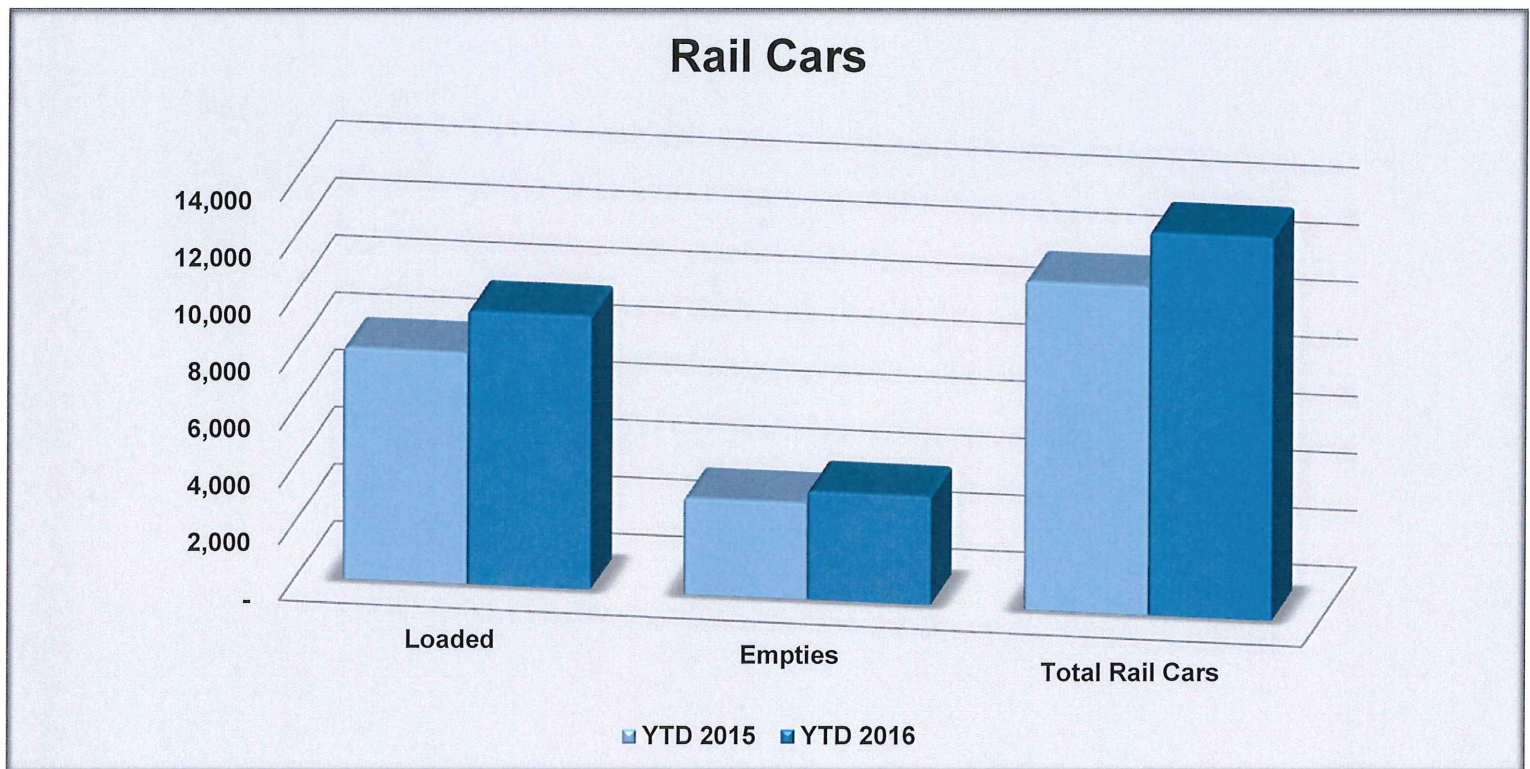


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FINANCIAL RESULTS

RAIL CARS

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2016	2015			2016	2015		
Loaded	1,437	895	542	61%	9,605	8,124	1,481	18%
Empties	689	188	501	266%	3,841	3,409	432	13%
Total Rail Cars	2,126	1,083	1,043	96%	13,446	11,533	1,913	17%

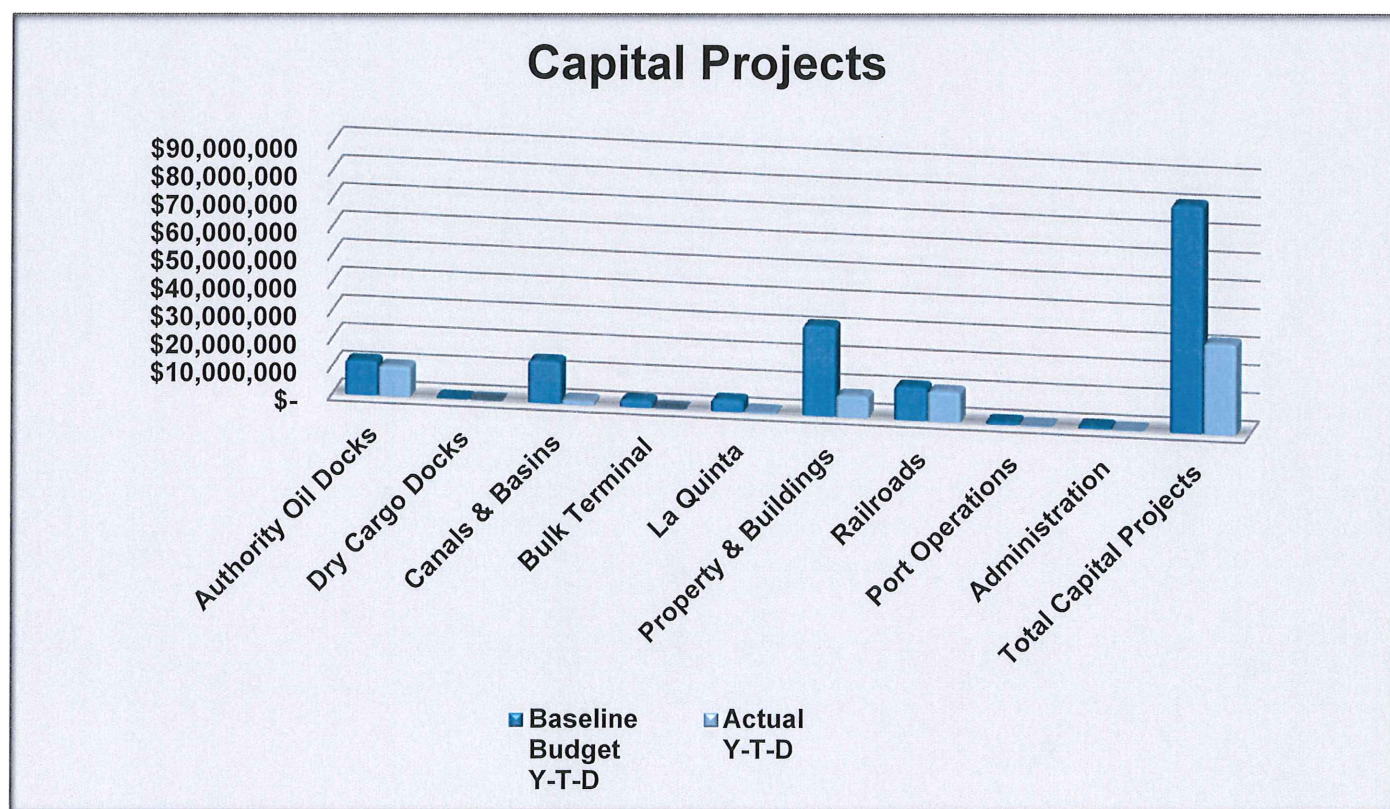


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FINANCIAL RESULTS

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	\$ 10,900,513	\$ 2,629,487	\$ 12,390,000	\$ 10,900,513	\$ (1,489,487)
Dry Cargo Docks	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 200,000	\$ -	\$ (200,000)
Canals & Basins	\$ 23,996,321	\$ 1,668,199	\$ 22,328,122	\$ 15,200,821	\$ 1,668,199	\$ (13,532,622)
Bulk Terminal	\$ 5,397,500	\$ 69,880	\$ 5,327,620	\$ 2,797,500	\$ 69,880	\$ (2,727,620)
La Quinta	\$ 9,637,500	\$ 536,558	\$ 9,100,942	\$ 4,387,500	\$ 536,558	\$ (3,850,942)
Property & Buildings	\$ 36,196,305	\$ 7,931,926	\$ 28,264,379	\$ 32,202,000	\$ 7,931,926	\$ (24,270,074)
Railroads	\$ 17,110,000	\$ 10,951,587	\$ 6,158,413	\$ 12,060,000	\$ 10,951,587	\$ (1,108,413)
Port Operations	\$ 1,086,000	\$ 160,242	\$ 925,758	\$ 1,086,000	\$ 160,242	\$ (925,758)
Administration	\$ 1,355,000	\$ 212,979	\$ 1,142,021	\$ 950,666	\$ 212,979	\$ (737,687)
Total Capital Projects	\$ 109,508,626	\$ 32,431,884	\$ 77,076,742	\$ 81,274,487	\$ 32,431,884	\$ (48,842,603)



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FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of September, 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	\$ (35,075,365)	\$ 461,909	\$ -
Oil Dock 14	\$ 28,000,000	\$ (277,552)	\$ 27,722,448	\$ (24,495,425)	\$ -	\$ 3,227,023
Access Road & Rail	\$ 10,000,000	\$ (99,126)	\$ 9,900,874	\$ 15,626	\$ -	\$ 9,916,500
Tule Lift Bridge	\$ 18,000,000	\$ (178,426)	\$ 17,821,574	\$ (225,157)	\$ -	\$ 17,596,417
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	\$ (5,680,751)	\$ -	\$ 259,774
La Quinta-Aguatic Habitat	\$ 4,020,000	\$ (39,849)	\$ 3,980,151	\$ (1,910,633)	\$ -	\$ 2,069,518
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ (39,055)	\$ 3,900,945	\$ (24,039)	\$ -	\$ 3,876,906
La Quinta Dock	\$ 2,800,000	\$ (27,755)	\$ 2,772,245	\$ (2,669,911)	\$ -	\$ 102,334
Total Bond Projects	\$ 115,000,000	\$ (1,139,946)	\$ 113,860,054	\$ (76,811,582)	\$ -	\$ 37,048,472

Bond Project Proceeds (As of September, 2016)

