Notice of Meeting of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, on Tuesday, January 17, 2017, at 9:00 AM At the Solomon P. Ortiz International Center 402 North Harbor Dr, Corpus Christi, Texas

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

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

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

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

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1. CALL TO ORDER

2. SAFETY BRIEFING

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. RECEIVE CONFLICT OF INTEREST AFFIDAVITS

6. MINUTES

6.a. Approve minutes of the December 13, 2016 Commission meeting.
December 13, 2016 Minutes

6.b. Approve Amended and Restated Official Minutes of Port Commission Meeting held on September 29, 2016.

Amended September 29, 2016 Minutes - Memo
Amended September 29, 2016 Minutes

7. ADMINISTER OATH OF OFFICE TO PORT COMMISSIONERS BARBARA CANALES AND DAVID ENGEL.

8. ELECT OFFICERS OF THE PORT COMMISSION FOR 2017.

9. APPOINT MEMBERS AND CHAIR OF EACH STANDING AND SPECIAL COMMISSION COMMITTEE AND APPOINT PCCA'S REPRESENTATIVES ON GOVERNING BOARDS AND COMMITTEES OF OUTSIDE ORGANIZATIONS.

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

11. RECEIVE REPORT FROM SECURITY COMMITTEE

12. RECEIVE REPORT FROM AUDIT COMMITTEE

13. RECEIVE REPORT FROM LONG-RANGE PLANNING COMMITTEE

14. PRESENTATIONS

14.a. Receive a presentation from Gulf Coast Growth Ventures.

14.b. Receive a presentation from M&G Resins.

14.c. Receive presentation on Nueces River Rail Yard Phase II Project.

15. OPEN AGENDA

15.a. Development Services Agreements: Port Commissioners have been furnished with a proposed Development Services Agreement with each of the following organizations for 2017, 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.

A. United Corpus Christi Chamber of Commerce
B. Robstown Improvement Development Corporation

Developent Svcs - Memo
Chamber Agreement
Robstown Improvement Development Corp

15.b. Approve a Development Services Agreement with South Texas Military Facilities Task Force for year 2016.

15.c. Professional Services Agreements. The Port Commissioners have been furnished with a proposed Consulting Services Contract or Retention Agreement with each of the following entities for 2017, along with staff's recommendation with respect to each agreement, and these agreements will be approved by one vote, unless a Commissioner requests a separate vote on a particular agreement.

A. EAI, Inc.
EAI Agreement

15.d. Approve payment of PCCA's Assessment for PCCA's share of the Refinery Terminal Fire Company's 2017 Operating and Capital Budget.
RTFC - Memo
RTFC Assessment

15.e. Approve an amendment to Service Order No. 7 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02, in the amount of $84,292 for engineering services associated with the La Quinta Terminal Upland Buffer Area project.
Freese Nichols Buffer Area - Memo
Freese Nichols Buffer Area - Exhibit
Freese Nichols Buffer Area - Amendment

15.f. Approve a second amendment to Service Order No. 9 with CH2M Hill Engineers, Inc., under Professional Services Master Agreement No. 13-05, in an amount not to exceed $250,000 for engineering services associated with the new Oil Dock 15 project.
CH2M Hill - Memo
CH2M OD15 - 2-Amendment

15.g. Approve a Lease Extension Agreement with the City of Port Aransas to extend the term of the Charlie's Pasture Fishing Pier Lease for one year.

Port Aransas Pier - Memo.docx
City of Port Aransas-Pier Lease Extension-Memo Exhibit.pdf
City of Port Aransas-Pier Lease Extension Agreement.pdf

16. CONSENT AGENDA

16.a. Approve a Resolution Supporting the Continued Implementation of the National Incident Management System (NIMS).
2017_NIMS_memo.docx
2017 NIMS - Resolution

16.b. Approve a Professional Engineering Services Contract in the amount of $26,840 with Professional Services Industries, Inc. for construction testing associated with the Nueces River Rail Yard – Phase II project.
PSI - 1-Memo.docx
PSI - 1-Contract.pdf

16.c. Approve changes to Tariff 100-A within Item 100 "Definitions" and Item 615 "Liability for Damage to Port Authority Property"
Tariff - Memo
Tariff Item 615 - Exhibit
Tariff Item 100 - User Definition

16.d. Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for electrical service to the Flatiron/Dragados, LLC 1.46-Acre Lease Premises on the north side of the Inner Harbor to serve the north side construction crane for the construction of the new Harbor Bridge.
AEP EA-North Side Crane Temp Power-Comm Memo.docx
AEP EA-North Side-Memo Exhibit.pdf
AEP EA-North Side Crane Temp Power-Summary.pdf
AEP EA - North Side Crane - Agreement

16.e. Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for electrical service to the Flatiron/Dragados, LLC 1.30-Acre Lease Premises on the south side of the Inner Harbor to serve the south side construction crane for the construction of the new Harbor Bridge.
AEP EA-South Side Temp Power-Comm Memo.docx
AEP EA-South Side Temp Power-Memo Exhibit.pdf
AEP EA-South Side Temp Power-Summary.pdf
AEP EA South Side Temp Power - Agreement

16.f. Approve an Easement Agreement with AEP Texas, Inc. for the relocation of existing utilities located within the new Harbor Bridge Right-of-Way on the south side of the Inner Harbor.

AEP EA-Harbor Drive-Comm Memo.docx
AEP EA-Harbor Drive-Memo Exhibit.pdf
AEP EA-Harbor Drive-Summary.pdf
AEP EA-Harbor Drive Easement and Right-Of-Way Agreement.pdf

16.g. Approve an Easement Agreement with AEP Texas, Inc. for the relocation of existing utilities located within the new Harbor Bridge Right of Way on the north side of the Inner Harbor.
AEP EA-Cargo Dock 9-Comm Memo.docx
AEP EA-Cargo Dock 9-Memo Exhibit.pdf
AEP EA-Cargo Dock 9-Summary.docx
AEP EA-Cargo Dock 9-Easement and Right-Of-Way Agreement.pdf

16.h. Approve Pipeline Easement with DCP Sand Hills Pipeline, LLC for a 10 ¾ inch steel natural gas liquids pipeline on properties south of the Suntide Dredge Material Placement Area.

DCP Sand Hills PL EA-Comm Memo.docx
DCP Sand Hills PL EA-Memo Exhibit.pdf
DCP Sand Hills PL EA-Summary.pdf
DCP Sand Hills PL EA-Pipeline Easement Agreement.pdf

16.i. Approve Second Amendment of Lease with AccuTrans, Inc. for relocation of a 1,340 square foot office trailer and barge fleeting area located on the south side of the Corpus Christi Turning Basin to accommodate construction of the new Harbor Bridge.

AccuTrans Memo
Accutrans-Memo Exhibit.pdf
Accutrans-Second Amendment of Lease-Agreement

16.j. Approve a Professional Engineering Services Contract with Lloyd Engineering., Inc. in the amount of $82,950 for engineering services associated with U.S. Army Corps of Engineers permitting for New Public Oil Docks 20 & 21.

Lloyd Engineering - 1-Memo.docx
Lloyd Engineering - 2-Exhibit.pdf
Lloyd Engineering - 3-Contract.pdf

17. STAFF/COMMISSION COMMENTS

17.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, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.
Executive Director's Report

18. EXECUTIVE SESSION

18.a. 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.

18.b. 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 the vicinity of the Inner Basin and with which PCCA is conducting economic development negotiations.

18.c. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel regarding the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.

18.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 title to certain real property on Harbor Island.

18.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 in Re: Sherwin Alumina Company, LLC, et al., Debtors.

18.f. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase of certain real property in the vicinity of the La Quinta Channel.

18.g. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

18.h. 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 settlement offer from AccuTrans, Inc., for damage to the Tule Lake Bridge South Fender Wall.

19. RESUME OPEN SESSION

19.a. Approve a Settlement Agreement with AccuTrans, Inc., in settlement of PCCA's claim for damage to the Tule Lake Bridge South Fender Wall.

20. ADJOURN

OFFICIAL MINUTES OF PORT COMMISSION MEETING
DECEMBER 13, 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, December 13, 2016, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

Present:
Mr. Charles Zahn
Mr. Wayne Squires
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls
Mr. Richard L. Bowers
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 Michaelsen
Ms. Tara Perry
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
Kailo Communications
Ms. Del Richardson
Ms. Karen Pollock
Mr. Jeffery Taylor
Mr. Frank Jordan
Mr. Thurman Black
Mr. Dionisio Marquez
DRA
Mr. Foster Edwards
San Patricio EDC
Mr. Kevin Mittzer
CITGO
Ms. Darcy Schroeder
Ms. Lillian Riojas
Valero
Mr. Terry Arnold
Consultant
Mr. Xavier Valverde
G&H Towing
Mr. Thomas Moore
Consultant
Mr. Scott Harris
LAN
Mr. Bob Paulison
Port Industries
Mr. Hugo Berlanga
Berlanga Business Associates
Capt. Mike Kershaw
Consultant

Mr. Iain Vasey
CC Regional EDC
Ms. Linda Patterson
Patterson & Associates
Ms. Denise Skinner
Mr. Mark Trexter
NuStar
Mr. Joe Guzman
So. Tx. Military Facilities Task Force
Capt. Jay Rivera
Capt. Louis Adams
Aransas/CC Pilots
Mr. Jonas Chupe
voestalpine Texas
Mr. Mike Carrell
Frost Bank
Mr. Rene Ramirez
Pathfinder Communications
Ms. Sandra Alvarez
Alvarez Business Consultant

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. Mr. Engel submitted an affidavit for agenda items 12a and 12b, stating he would not participate in the consideration of, nor vote on, (i) any agenda item pertaining to the Port of Corpus Christi Health and Dental Benefits Plan, or (ii) any budget item specifically dedicated to a contract with the CHRISTUS Spohn Health System, the CHRISTUS Spohn Health Network, or any affiliate or program of the CHRISTUS Spohn Health System or the CHRISTUS Spohn Health Network. Mr. Engel said in his affidavit that he would abstain from considering or voting on these matters because he recently became a member of the board of the CHRISTUS Spohn Health Organization, and CHRISTUS Spohn Health Network is the preferred provider organization network for the Port of Corpus Christi Authority Health and Dental Benefits Plan.

Mr. Welder pointed out that the supporting materials for this meeting were not delivered to the Commissioners until after the deadline stated in the Commission's Operating Rules. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission unanimously agreed to consider and take action on the agenda items included in the posted notice of this meeting.

6. On motion made by Mr. Hoskins and seconded by Mr. Valls, the Commission approved the minutes of the November 15 and December 6, 2016 Commission meetings, in the form presented to the meeting.

7. The Chair asked for comments from the public. Captain Mike Kershaw introduced Capt. Jay Rivera as the new presiding officer of the Aransas-Corpus Christi Pilots and thanked Capt. Louis Adams for his service as presiding officer.

8. The Chairman of the Security Committee reported that the committee had not had a meeting since the last regular Commission meeting and requested that consideration of agenda item 12.g be postponed to a later date.

9. The Commission received a report from the Audit Committee.

10. The Commission received a report from the Long-Range Planning Committee.

11. PRESENTATIONS:

11a. The Commission received an update from voestalpine Texas Holding, LLC on its sound reduction project.

11b. The Commission received a progress report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.

12. OPEN SESSION AGENDA:

12a. On motion made by Mr. Bowers and seconded by Mr. Hoskins, the Commission approved (i) the renewal of the PCCA Health and Dental Benefits Plan for the twelve-month period beginning January 1, 2017, at a cost not to exceed $4,978,175, and (ii) the amendments to the PCCA Health and Dental Benefits Plan described in Amendment #1 to the Plan's 2016 Summary Plan Description presented to the meeting. A copy of Amendment #1 is attached to the minutes of this meeting as **Attachment "A"**. Mr. Engel abstained from discussing or voting on this agenda item.

12b. On motion made by Mr. Hoskins and seconded by Mr. Valls, the Commission approved Companion Life Insurance Company as the stop-loss reinsurance carrier for the PCCA Health and Dental Benefits Plan for the twelve-month period beginning January 1, 2017. Mr. Engel abstained from discussing or voting on this agenda item.

12c. On motion made by Mr. Engel and seconded by Ms. Canales, the Commission approved an employer elected rate of 7% of covered payroll to the Texas County and District Retirement System Plan for 2017 Plan Year.

12d. On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission approved a 1.80% increase (based on a like increase in the Producer Price Index (PPI) for Port and Harbor Operations), effective as of January 1, 2017, to PCCA's fees for pipeline and utility easements, such that these fees for 2017 will be as shown on the Easement Fee Schedule A and Easement Fee Schedule B presented at the meeting. A copy of Easement Fee Schedule A and Easement Fee Schedule B for 2017 are attached to the minutes of this meeting as **Attachment "B".**

12e. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved a 1.80% increase (based on a like increase in the Producer Price Index (PPI) for Port and Harbor Operations), effective as of January 1, 2017, to PCCA's fees for use of PCCA-owned Dredge Material Placement Areas, such that this fee for 2017 will be $4.46 per cubic yard. A copy of the Dredge Material Placement Area Depletion Charges for 2017 is attached to the minutes of this meeting as **Attachment "C".**

12f. On motion made by Mr. Engel and seconded by Mr. Squires, the Commission approved a 1.80% increase (based on a like increase in the Producer Price Index (PPI) for Port and Harbor Operations), effective as of February 1, 2017, to all wharfage and dockage charges under PCCA Tariff 100-A and to the following items under Bulk Terminal Tariff 1-A: Items 342 (Charges for Use of Traveling Gantry Crane), 344 (Charges for Use of Radial Ship Loader) and 346 (Unloading of Rail Cars at Bulk Dock 2).

12g. On motion made by Mr. Valls and seconded by Mr. Hoskins, the Commission tabled discussion of a Security Surcharge increase and instructed staff to work with the Security Committee to assess the need for an increase and to inform industry before bringing this back to the Commission for approval.

12h. On motion made by Mr. Engel and seconded by Mr. Hoskins, the Commission approved the PCCA's 2017 Operating Budget and 2017 Capital Budget, in the form presented to the meeting, with the understanding that PCCA's security surcharge will remain at 7.5% unless and until it is changed by the Commission at a subsequent meeting.

12i. Mr. Engel moved the adoption of the following resolution approving the selection of Wells Fargo Bank, N.A., as PCCA's bank depository and related matters for the term specified in the resolution. Mr. Hoskins seconded the motion and the motion passed with Mr. Bowers voting against the motion and Ms. Canales abstaining.

RESOLUTION APPROVING
BANKING DEPOSITORY
AND RELATED MATTERS
(December 13, 2016)

WHEREAS, the Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") is required to select a depository for PCCA's funds in the same manner that a municipality selects a municipal depository under Chapter 105, Local Government Code; and

WHEREAS, PCCA's Director of Finance ("Finance Director") is PCCA's "designated officer" for purposes of both Chapter 105, Local Government Code, and Section 60.271(f), Water Code, and he has requested, received and reviewed applications for the performance of depository services; and

WHEREAS, in reviewing the applications, the Finance Director considered the terms and conditions for performance of depository services, including the type and cost of services to be provided to PCCA; and

WHEREAS, the members of the Audit Committee have also reviewed the applications;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION THAT:

Section 1. It is hereby ordered that Wells Fargo Bank, N.A. ("Bank") shall serve as the depository for PCCA's funds for a term of three years beginning February 1, 2017, and thereafter for an additional two-year period beginning on February 1, 2020, unless the Commission elects to terminate the depository services contract before February 1, 2020.

Section 2. The Finance Director is hereby authorized to execute on PCCA's behalf a depository services contract with the Bank consistent with the Bank's application for depository services and this Resolution.

Section 3. The Bank, to qualify as PCCA's depository, must, not later than five days before the commencement of the term of the depository services contract, provide security for PCCA's funds to be deposited in accordance with the terms of the depository services contract.

Section 4. No later than sixty days from the date of this Resolution (December 13, 2016), the Finance Director shall transfer to the Bank all of PCCA's funds covered by the depository services contract that are not already on deposit with the Bank.

Section 5. The Finance Director may draw checks on the Bank using the method or methods specified in the depository services contract, all of which are hereby approved by the Commission as the methods by which the Finance Director is authorized to direct payment from the funds of PCCA on deposit with the Bank.

Section 6. The methods of payment of PCCA's obligations set forth in the depository services contract are hereby approved by the Commission as the methods by which PCCA's obligations may be paid with funds of PCCA on deposit with the Bank.

Section 7. All checks, drafts or other orders of withdrawal against PCCA's accounts with the Bank shall be signed by any two of the following members of PCCA's staff:

John P. LaRue, Executive Director

Sean Strawbridge, Deputy Executive Director/Chief Operating Officer

Dennis J. DeVries, Director of Finance

Audre Debler, Chief Accountant

Lynn Angerstein, Procurement Manager

Section 8. The Finance Director shall continue to be PCCA's "designated officer" for purposes of both Chapter 105, Local Government Code, and Section 60.271(f), Water Code, and he is hereby authorized to execute and deliver to the Bank any and all additional certificates, documents or other papers and to do any and all things he deems necessary to carry out the intent and purposes of this Resolution.

12j. On September 13, 2011, the Commission approved and entered into a Memorandum of Understanding with the Panama Canal Authority, a copy of which was presented to the meeting. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved an amendment to the Memorandum of Understanding, in the form presented to the meeting, extending the term of the MOU for an additional five (5) year period.

12k. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission adopted the following resolution:

RESOLUTION AUTHORIZING FUNDING OF THE PORT OF CORPUS CHRISTI PROMOTION AND DEVELOPMENT FUND FOR 2017 AND MATTERS RELATING THERETO

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") established the *Port of Corpus Christi Promotion and Development Fund* (the "Development Fund") on December 14, 2004, pursuant to the authority granted in Subchapter H of Chapter 60 of the Texas Water Code ("Subchapter H"); and

WHEREAS, Section 60.202 of the Texas Water Code ("Water Code") provides that PCCA may set aside out of current income from its operations a promotion and development fund of not more than five percent of its gross income from operations in each calendar year; and

WHEREAS, Section 60.203 of the Water Code provides that money in a promotion and development fund shall be spent by the Port Commission 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 Port or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the Port and its facilities; or (3) the betterment of the Port's relation 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 60.205 of the Water Code provides that Subchapter H authorizes disbursements from the Development Fund for unusual purposes and occasions not covered by other law;

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

Section 1. For purposes of this Resolution, the term "Business/Community Development Expenses" means (a) the Business/Community Development expenditures included in the Port of Corpus Christi Authority 2017 Annual Budget, (b) community event sponsorships, and (c) the amounts payable under PCCA's agreements, such as its Port Development Services Agreements, in effect during all or part of 2017 which provide by their terms that PCCA's payment obligations thereunder will be paid with money in the Development Fund (collectively, the "Development Contracts").

Section 2. During the calendar year 2017, an amount of money equal to the Business/Community Development Expenses shall be set aside in the Development Fund; provided, however, that the amount of money allocated to the Development Fund during 2017 shall not exceed two percent of PCCA;'s gross income from operations for that year.

Section 3. The Port Commission hereby authorizes and directs the Executive Director to use the money in the Development Fund to pay PCCA's obligations under the Development Contracts when due and to pay for other Business/Community Development Expenses at such times and in such amounts as he sees fit.

Section 4. The Director of Finance will be responsible for recording the allocations and the expenditures from the Development Fund.

Section 5. A copy of this Resolution shall be delivered to the Director of Finance.

12l. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, a Development Services Agreement with each of the following organizations for 2017 in the amount specified after the organization's name:

A. Coastal Bend Bays & Estuaries Program -- $160,000.

B. Corpus Christi Regional Economic Development Corp. -- $320,000.

C. South Texas Military Facilities Task Force -- $75,000.

D. San Patricio Economic Development Corp. -- $70,000.

12m. On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved, in the form presented to the meeting, a Consulting Services Contract or Retention Agreement with each of the following persons or entities for 2017, with Mr. Squires voting against the motion to approve the Consulting Services Agreement with W.L. Bates Company, Inc.:

A. Alvarez Business Consultants

B. Baker-Wotring, LLP

C. Berlanga Business Consultants

D. Borski Associates

E. Cassidy & Associates

F. Delisi Communications

G. Erben & Yarbrough

H. Fire Barge Captain Joe Harrington

I. Jorge Canavati

J. Mathiesen Maritime Services

K. Morehead, Dotts & Rybak

L. Pathfinder Public Affairs

M. Welder Leshin, LLP

N. W.L. Bates Company, Inc.

13. CONSENT AGENDA: Mr. Zahn announced that consideration of Consent Agenda Item 13L (Lease Agreement with the Texas State Aquarium Association) would be postponed until a subsequent Commission meeting. Then, on motion made by Ms. Canales (the "Consent Agenda Motion") and seconded by Mr. Squires, all of the remaining items on the Consent Agenda, were approved by one vote, in accordance with the respective staff recommendations furnished to the Commission at the meeting.

13a. Intentionally Omitted. There was no agenda item 13a.

13b. By approval of the Consent Agenda Motion, the Commission approved an amendment to Service Order No. 11 in the amount of $68,000 with Govind Development, LLC, under Professional Services Master Agreement No. 13-03, to provide additional engineering services associated with the Fire System Pressurization Upgrades at North Bank Oil Dock Terminal Facilities project.

13c. By approval of the Consent Agenda Motion, the Commission approved an amendment to Service Order No. 6 in the amount of $37,000 with Coast & Harbor Engineering, d/b/a Mott MacDonald, under Professional Services Master Agreement No. 14-03, for engineering services associated with the La Quinta Terminal – Aquatic Habitat Mitigation – Phase II project.

13d. By approval of the Consent Agenda Motion, the Commission approved payment to the U.S. Army Corps of Engineers in the amount of $92,600 for geotechnical borings, analysis, and design associated with the operation and maintenance of the South Shore Dredge Material Placement Area – Cell B and Dredge Material Placement Area 10.

13e. By approval of the Consent Agenda Motion, the Commission approved a Second Amendment of Lease with Maritime Berthing Inc. giving MBI an option to extend its existing lease agreement for a layberth for two LMSR military vessels at Bulk Dock 3 and Cargo Docks 14 and 15 until March 31, 2017.

13f. By approval of the Consent Agenda Motion, the Commission approved a Fourth Amendment of Lease with Citgo Petroleum Corporation to extend the term of the existing Lease Agreement through December 31, 2018 and to increase the 13.891-acre pad site at the Bulk Terminal to 19.801 acres.

13g. By approval of the Consent Agenda Motion, the Commission approved a Second Amendment of Lease with Valero Refining Company – Texas to extend the term of the existing Lease Agreement through December 31, 2018 and reduce the 16.116-acre pad site situated at the Bulk Terminal to 11.47 acres.

13h. By approval of the Consent Agenda Motion, the Commission approved an Assignment of all Active Professional Services Contracts and Master Services Agreement Service Orders with Naismith Engineering, Inc. to Hanson Professional Services, Inc.

13i. By approval of the Consent Agenda Motion, the Commission approved an Amendment to the 2016 Retention Agreement with Baker Wotring LLP for legal work associated with port environmental matters in an amount of $75,000.

13j. By approval of the Consent Agenda Motion, the Commission approved a Storm Water Drainage Outfall and Storm Water Discharge License Agreement with M&G Resins USA, LLC for discharge of storm water runoff from M&G's plant site into Authority's storm water drainage ditch known as Drainage Channel C located on the north side of the Viola Channel.

13k. By approval of the Consent Agenda Motion, the Commission approved the renewal and amendment of the Ortiz Center Management Agreement with Ovations Food Services, Inc.

13m. By approval of the Consent Agenda Motion, the Commission approved an Amendment of Temporary Construction Easement Agreement with Mossi & Ghisolfi Logistics Co. to extend the existing easement agreement through December 12, 2018 for 27.84 acres located north of the M&G Resins plant site.

13n. By approval of the Consent Agenda Motion, the Commission approved a Second Amendment of Lease Agreement with Superior Weighting Products, LLC to extend the term of the Agreement to include two additional option periods of five years each.

13o. By approval of the Consent Agenda Motion, the Commission approved a Consulting Agreement with Gahagan & Bryant Associates, Inc. to provide services associated with coordinating and negotiating agreements with the United States Army Corps of Engineers for the construction, operation, and maintenance of the Corpus Christi Ship Channel System.

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 11:16 a.m., Mr. Zahn announced that the Commission would go into executive session pursuant to §551.071, §551.072, §551.074, and §551.087 of the Texas Government Code to deliberate agenda items 15a, 15b, 15c, 15d, 15e, 15f, 15g, and 15h, which were described in the agenda of the meeting as follows:

15a. 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 this acquisition.

15b. 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.

15c. The Commission will go into Executive Session pursuant to §551.072 of the Texas Government Code to deliberate the lease of certain PCCA real property on the main ship channel near Port Aransas.

15d. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA counsel regarding a settlement offer from Higman Barge Lines, Inc., for damage to Oil Dock No. 9. The Commission may take action on this item in open session.

15e. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

15f. The Commission will go into executive session pursuant to §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.

15g. 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 and related matters.

15h. The Commission will go into Executive Session pursuant to §551.074 of the Texas Government Code to deliberate the performance of the Executive Director and the Deputy Executive Director/Chief Operating Officer.

15i. RESUME OPEN SESSION

At 1:40 p.m. the Commission reconvened in open session.

15.a. No action was taken on the following agenda item: Take action in connection with PCCA's offer to purchase certain assets of Sherwin Alumina, LLC, and Sherwin Pipeline, Inc.

15.b. No action was taken on the following agenda item: Approve a lease agreement with the City of Port Aransas for a fishing pier and adjacent parking lot

15.c. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved, in the form approved by PCCA's counsel, a Release, Receipt and Indemnity Agreement with Higman Barge Lines, Inc., in settlement of PCCA's claim for damages to Oil Dock No. 9.

15.d. On motion made by Mr. Engel and seconded by Mr. Squires, the Commission (i) awarded John LaRue, Executive Director, a bonus equal to 17.9% of his base salary for the year 2016, in accordance with the terms of his employment contract with PCCA, and (ii) awarded Sean Strawbridge, Deputy Executive Director/Chief Operating Officer, a bonus equal to 28.3% of his base salary for the year 2016, in accordance with the terms of his employment contract with PCCA.

15.e. On motion made by Mr. Valls and seconded by Mr. Hoskins, the Commission authorized the use of a Design-Build Contract to construct the new North Bank Cargo Dock because this method of contracting will provide the bests value for PCCA for this project.

16. ADJOURN: There being no further business, the meeting adjourned at 1:51 p.m.

ATTACHMENT "A"

THE PORT OF CORPUS CHRISTI HEALTH AND DENTAL BENEFIT PLAN

AMENDMENT #1 to 2016 SPD

ORIGINAL PLAN EFFECTIVE DATE: JANUARY 1, 2016

AMENDMENT EFFECTIVE DATE: JANUARY 1, 2017

This Plan is changed to the following without altering any other provisions:

I. SUMMARY PLAN DESCRIPTION

Location: Schedule of Benefits

Delete: Schedule of Benefits in its Entirety

Replace With:

COVERED SERVICES	SPOHN NETWORK PROVIDERS	FIRST HEALTH NETWORK PROVIDERS (OUTSIDE SPOHN SERVICE AREA)	NON-NETWORK PROVIDERS & FIRST HEALTH PROVIDERS (IN SPOHN SERVICE AREA) (MAY BE SUBJECT TO BALANCE BILLING)
MONTHLY DEDUCTIBLE Per Single/Family Unit *Maximum of 6*	$500		
Maximum Out of Pocket Amount Includes Deductibles, Co-pays, and Coinsurance **Individual & Families**	$3,000		
LIFETIME MAXIMUM AMOUNT – ALL MEDICAL BENEFITS	Unlimited	Unlimited	Unlimited
HOSPITAL SERVICES – INPATIENT/OUTPATIENT Daily Room and Board limited to the average semi-private room rate. Intensive Care unit limited to Hospital's ICU charge.	90% after deductible	90% after deductible	$500 co-pay per hospital admission, then covered at 70% after deductible
EMERGENCY ROOM – HOSPITAL SERVICES Facility and Physician Services Co-pay applies to facility claims and will be waived if admitted as inpatient	$150 co-pay, then covered at 100% to a maximum of $300 per visit, then covered at 90% after deductible	$150 co-pay, then covered at 100% to a maximum of $300 per visit, then covered at 90% after deductible	$150 co-pay, then covered at 100% to a maximum of $300 per visit, then covered at 90% after deductible
PHYSICIAN OFFICE SERVICES Includes related services *(Lab work related to office visit performed on the same day but at a separate location does not require separate co-pay)*	$25 co-pay, then covered at 100% to a maximum of $300 per visit, then 90% after deductible	$25 co-pay, then covered at 100% to a maximum of $300 per visit, then 90% after deductible	70% after deductible
URGENT CARE FACILITY	$25 co-pay, then covered at 100% to a maximum of $300	$25 co-pay, then covered at 100% to a maximum	70% after deductible

	per visit, then 90% after deductible	of $300 per visit, then 90% after deductible	
ALLERGY INJECTIONS	100%	100%	70% after deductible
PREVENTIVE CARE (includes screenings, counseling, immunizations, birth control and other preventive care services) *For additional information, see the Preventive Care Services section of the Plan Document or* https://www.healthcare.gov/what-are-mypreventive-care-benefits/	100%	100%	70% after deductible
ANNUAL EYE EXAM Coverage includes: One vision/exam/refractions and all related testing each calendar year by state licensed Ophthalmologist or Optometrist, regardless of age or diagnosis	100% *Participant may be required to pay provider and submit claim for reimbursement.	100% *Participant may be required to pay provider and submit claim for reimbursement.	100% *Participant may be required to pay provider and submit claim for reimbursement.
MAMMOGRAM BENEFIT Coverage includes: One mammogram each calendar year, regardless of age or diagnosis. Includes 3D mammogram.	100%	100%	70% after deductible
COLONOSCOPY BENEFIT Coverage includes: One colonoscopy or sigmoidoscopy each calendar year, regardless of age or diagnosis.	100%	100%	70% after deductible
PRE-ADMISSION TESTING (within 7 days of confinement)	100%	100%	70% after deductible
SECOND SURGICAL OPINION	100%	100%	70% after deductible
OUTPATIENT DIAGNOSTIC TESTING, LABORATORY AND RADIOLOGY Outpatient Hospital & Free Standing Facility	$25 Co-pay, 100% to a maximum of $300 per visit, then 90% after deductible	$25 Co-pay, 100% to a maximum of $300 per visit, then 90% after deductible	70% after deductible
MATERNITY CARE Covered for Employee and Spouse	Benefits are the same as those stated under each Covered Services category	Benefits are the same as those stated under each Covered Services category	Benefits are the same as those stated under each Covered Services category
SURGERY – INPATIENT/OUTPATIENT SERVICES Includes surgeon and anesthesiologist services. Inpatient Services Outpatient Services Outpatient Surgery Facility	90% after deductible	90% after deductible	70% after deductible
INPATIENT DIAGNOSTIC X-RAY AND LAB	90% after deductible	90% after deductible	70% after deductible
HOSPICE CARE – INPATIENT/OUTPATIENT SERVICES *Outpatient maximum benefit is 50 visits per Calendar Year.*	Covered at 90% (deductible waived)	Covered at 90% (deductible waived)	Covered at 90% (deductible waived)
TEMPOROMANDIBULAR JOINT SYNDROME (TMJ) *Only covered if due to severe arthritic conditions and deemed medically necessary by the attending physician*	90% after deductible	90% after deductible	70% after deductible

COVERED SERVICES	**SPOHN NETWORK PROVIDERS**	**FIRST HEALTH NETWORK PROVIDERS (OUTSIDE SPOHN SERVICE AREA)**	**NON-NETWORK PROVIDERS & FIRST HEALTH PROVIDERS (IN SPOHN SERVICE AREA) (MAY BE SUBJECT TO BALANCE BILLING)**
INJURY TO OR CARE OF MOUTH, TEETH AND GUMS Coverage includes certain dental services under the medical benefits; please see section entitled "Injury to or Care of Mouth, Teeth and Gums" under the "MEDICAL BENEFITS" section	90% after deductible	90% after deductible	70% after deductible
ORGAN TRANSPLANTS	90% after deductible	90% after deductible	70% after deductible
SKILLED NURSING FACILITY – INPATIENT SERVICES Limited to 28 days per Calendar Year Subject to Prior authorization and/or case management.	80% after deductible	80% after deductible	60% after deductible
HOME HEALTH CARE Limited to 100 visits per Calendar Year	80% after deductible	80% after deductible	60% after deductible
OUTPATIENT PRIVATE DUTY NURSING	80% after deductible	80% after deductible	60% after deductible
AMBULANCE SERVICES	80% after deductible	80% after deductible	60% after deductible
OUTPATIENT SPEECH THERAPY	80% after deductible	80% after deductible	60% after deductible
OUTPATIENT OCCUPATIONAL THERAPY	80% after deductible	80% after deductible	60% after deductible
OUTPATIENT PHYSICAL THERAPY	80% after deductible	80% after deductible	60% after deductible
DURABLE MEDICAL EQUIPMENT	80% after deductible	80% after deductible	60% after deductible
SLEEP STUDY TESTING Sleep studies performed after the 1st night sleep study and any repeat sleep studies will require Pre-Determination. Benefits will be reduced by 50% if the Pre-Determination is not obtained.	80% after deductible	80% after deductible	60% after deductible

COVERED SERVICES	**SPOHN NETWORK PROVIDERS**	**FIRST HEALTH NETWORK PROVIDERS (OUTSIDE SPOHN SERVICE AREA)**	**NON-NETWORK PROVIDERS & FIRST HEALTH PROVIDERS (IN SPOHN SERVICE AREA) (MAY BE SUBJECT TO**

			BALANCE BILLING)
PROSTHETICS	80% after deductible	80% after deductible	60% after deductible
ORTHOTICS (Excluding orthopedic shoes or other devices for support of the feet)	80% after deductible	80% after deductible	60% after deductible
MENTAL HEALTH/SUBSTANCE ABUSE	Benefits will be the same as those stated under each Covered Services category.	Benefits will be the same as those stated under each Covered Services category.	Benefits will be the same as those stated under each Covered Services category.
ACUPUNCTURE	Not covered		
MASSAGE THERAPY	Not covered		
CHIROPRACTIC SERVICES	Not covered		
ALL OTHER COVERED EXPENSES	90% after deductible	90% after deductible	70 % after deductible

PRESCRIPTION DRUG BENEFITS

	30 DAY SUPPLY	RETAIL 90 / MAIL ORDER
GENERIC	$10 Co-pay	$15 Co-pay
BRAND NAME FORMULARY	$55 Co-pay	$82.50 Co-pay
NON-FORMULARY BRAND NAME DRUGS	$70 Co-pay	$105 Co-pay
SPECIALTY DRUGS	$200 Co-pay	Not Available
COMPOUND DRUGS Benefit Limited to $300 per 30 day supply	$70 Co-pay	Not Available
PREVENTIVE DRUGS & CONTRACEPTIVES**	$0 Co-pay	$0 Co-pay
SHINGLES AND MENINGITIS VACCINE AT THE PHARMACY	$0 Co-pay	

Prescription Co-Pays Apply to the Maximum Out of Pocket

If a Brand name drug is dispensed when a generic equivalent is available, the Co-pay will be the Brand Name Co-pay plus the difference in cost between the Brand Name drug and the Generic equivalent. If no Generic is available, the Brand Co-pay will apply.

****No co-pay for generic preventive drugs and contraceptives unless a generic drug is deemed medically inappropriate by the prescribing physician.**

_____ / / _____

Plan Administrator Signature **Date**

For Office Use Only
January 1, 2017
_____ **Amendment Effective Date**

ATTACHMENT "B"

PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE AND UTILITY
EASEMENT FEE SCHEDULE A
Effective January 01, 2017
For Port Customers Using Public Docks or Private Docks Covered by a Current Franchise Agreement*

For pipeline, casing pipe, wireline and conduit installations along, across, under or within railroad right-of-way, submerged lands, or other lands:

DESCRIPTION	Proposed 2017	2016	
	10-Yr Rate	10-Yr Rate	
Not over 8" Diameter	$ 56.86	$ 55.85	per rod
Minimum	$ 1,705.49	$ 1,675.34	per line
Over 8" but not over 16" Diameter	$ 68.22	$ 67.02	per rod
Minimum	$ 2,046.59	$ 2,010.40	per line
Over 16" but not over 32" Diameter	$ 125.07	$ 122.85	per rod
Minimum	$ 2,842.49	$ 2,792.23	per line
Over 32" but not over 48" Diameter	$ 198.97	$ 195.45	per rod
Minimum	$ 5,116.48	$ 5,026.01	per line
Over 48" but not over 64" Diameter	$ 272.88	$ 268.05	per rod
Minimum	$ 6,253.47	$ 6,142.90	per line
Over 64" but not over 80" Diameter	$ 358.04	$ 351.71	per rod
Minimum	$ 7,390.47	$ 7,259.79	per line
Over 80" but not over 96" Diameter	$ 437.75	$ 430.01	per rod
Minimum	$ 9,095.96	$ 8,935.13	per line
96" or over	$ 511.65	$ 502.61	per rod
Minimum	$ 10,801.45	$ 10,610.47	per line
12 KV Electrical Transmission	$ 45.48	$ 44.67	per rod
Minimum	$ 1,364.39	$ 1,340.27	per line
35 KV	$ 51.16	$ 50.26	per rod
Minimum	$ 1,500.84	$ 1,474.30	per line
69 KV	$ 56.86	$ 55.85	per rod
Minimum	$ 1,637.27	$ 1,608.32	per line
138 KV	$ 85.27	$ 83.76	per rod
Minimum	$ 1,705.49	$ 1,675.34	per line
345 KV	$ 102.33	$ 100.52	per rod
Minimum	$ 2,046.59	$ 2,010.40	per line
Wooden Support Poles	$ 284.25	$ 279.23	each
Steel Tower Supports	$ 1,137.00	$ 1,116.89	each

*** Also for governmental agencies.**

*****Measurement determined by outside diameter of pipe including coating or insulation*****

PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE AND UTILITY
EASEMENT FEE SCHEDULE B
Effective January 01, 2017
For Companies that are not Port Customers or Use Private Docks Not Covered by a Current Franchise Agreement

For pipeline, casing pipe, wireline and conduit installations along, across, under or within railroad right-of-way, submerged lands, or other lands:

DESCRIPTION	Proposed 2017	2016	
	10-Yr Rate	10-Yr Rate	
Not over 8" Diameter	$ 170.55	$ 167.54	per rod
Minimum	$ 5,116.48	$ 5,026.01	per line
Over 8" but not over 16" Diameter	$ 204.65	$ 201.04	per rod
Minimum	$ 6,139.77	$ 6,031.21	per line
Over 16" but not over 32" Diameter	$ 375.21	$ 368.58	per rod
Minimum	$ 8,527.46	$ 8,376.68	per line
Over 32" but not over 48" Diameter	$ 596.93	$ 586.37	per rod
Minimum	$ 15,349.43	$ 15,078.03	per line
Over 48" but not over 64" Diameter	$ 818.64	$ 804.17	per rod
Minimum	$ 18,760.42	$ 18,428.70	per line
Over 64" but not over 80" Diameter	$ 1,074.46	$ 1,055.46	per rod
Minimum	$ 22,171.40	$ 21,779.38	per line
Over 80" but not over 96" Diameter	$ 1,313.23	$ 1,290.01	per rod
Minimum	$ 27,287.88	$ 26,805.39	per line
96" or over	$ 1,534.95	$ 1,507.81	per rod
Minimum	$ 32,404.36	$ 31,831.40	per line
12 KV Electrical Transmission	$ 136.44	$ 134.03	per rod
Minimum	$ 4,093.18	$ 4,020.81	per line
35 KV	$ 153.49	$ 150.78	per rod
Minimum	$ 4,502.50	$ 4,422.89	per line
69 KV	$ 170.55	$ 167.54	per rod
Minimum	$ 4,911.82	$ 4,824.97	per line
138 KV	$ 255.83	$ 251.30	per rod
Minimum	$ 5,116.48	$ 5,026.01	per line
345 KV	$ 306.99	$ 301.56	per rod
Minimum	$ 6,139.77	$ 6,031.21	per line
Wooden Support Poles	$ 852.75	$ 837.67	each
Steel Tower Supports	$ 3,410.99	$ 3,350.67	each

*****Measurement determined by outside diameter of pipe including coating or insulation*****

ATTACHMENT "C"

Dredge Material Placement Area Depletion Fee Schedule (Proposed) As of January 1, 2017

$500.00 Application Fee Plus

Dredge Material Placement Area No. 1 and Herbie Maurer Dredge Material Placement Area (USACE Name: IH-PA 1 and IH-PA 2)	Port Fee Corps Fee	$4.46/CY *
South Shore Dredge Material Placement Area Cells A, B & C (USACE Name: IH-PA 3, Cells A, B & C)	Port Fee Corps Fee	$4.46/CY *
Tule Lake Dredge Material Placement Area No. 6 (USACE Name: IH-PA 6)	Port Fee Corps Fee	$4.46/CY *
Suntide Dredge Material Placement Area (USACE Name: IH-PA 8)	Port Fee Corps Fee	$4.46/CY *
Placement Areas from Port Aransas to Ingleside Point Dredge Material Placement Areas 4, 6, 7, 8, 9 & 10 (USACE Name: PA's 4, 6, 7, 8, 9 & 10)	Port Fee Corps Fee	$4.46/CY *
Dredge Material Placement Area No. 13 (USACE Name: PA 13)	Port Fee Corps Fee	$4.46/CY *
Good Hope Dredge Material Placement Area USACE Name: N/A	Port Fee Corps Fee	$4.46/CY N/A
Dredge Material Placement Area No. 14 USACE Name: N/A	Port Fee Corps Fee	$4.46/CY N/A

* Corps fee to be determined by U.S. Army Corps of Engineers.

WELDER | LESHIN LLP

MEMORANDUM

To: **Port Commissioners**

From: **Jimmy Welder**

Date: **January 17, 2017**

Subject: **Corrections to the Minutes of the Special Commission Meeting held on September 29, 2016**

Agenda Item 3.d for the special Commission meeting held on September 29, 2016 was, "Award a construction contract for the construction of Oil Dock 15." The Commission Memo for this agenda item is attached to this memorandum as Exhibit A. At the meeting, the Commission approved staff's recommendations for the construction contract for Oil Dock 15. The official minutes of this meeting provide the following for Agenda Item 3.d:

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

These minutes were approved at the Commission meeting held on October 18, 2016. The minutes reflect the Commission's approval of the first part of staff's recommendation, but do not document the Commission's approval of the following staff recommendations included in the Commission Memo:

- acceptance of Russell Marine's bid for Additive Bid Item 3 in the amount of $355,222.50 to expand the slip to a 1,100 foot long slip;
- acceptance of Russell Marine's bid for Additive Bid Item 4 in the amount of $165,000.00 for the use of DMPA Cell B in lieu of DMPA No.1 and No. 2, if required;
- authorization to add Additive Bid Items 3 and/or 4 to Russell Marine's construction contract by change order with no additional Commission approval should the bid item(s) be needed and US Army Corps of Engineers' approval is received in time to perform the dredging to expand the slip during the construction contract period; and
- granting the Director of Engineering Services a 3 percent contingency ($529,311.39) in accordance with the PCCA's standard contingency guidelines for marine construction projects

Therefore, the minutes of the September 29, 2016 Commission meeting should be corrected to show all of the actions taken by the Commission at the meeting regarding the construction contract for Oil Dock 15. The best way to do this, in my opinion, is to approve the Amended and Restated Official Minutes of the September 29, 2016 Port Commission Meeting included with this memorandum. The Amended and Restated Minutes amend and correct the previous minutes by more accurately and completely describing the action taken by the Commission in awarding the construction contract for Oil Dock 15. The Amended and Restated Minutes do not make any other changes to the minutes previously approved by the Commission.

EXHIBIT A

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of September 29, 2016

DATE: September 29, 2016

TO: Port Commission

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

AGENDA ITEM NO. 3.d

Approve a Construction Contract in the amount of $17,001,600 with Russell Marine, LLC. the Lowest and Best Bidder Based on Bids Received on September 27, 2016, for Construction of Oil Dock 15.

SUMMARY: Staff recommends award of a construction contract to Russell Marine, LLC to perform the construction of Oil Dock 15, including slip dredging, site preparation, upland area improvements, and petroleum liquids loading / unloading equipment.

BACKGROUND: On May 17, 2016, the Commission approved a lease agreement (Lease) with Martin Operating Partnership L.P. (Martin) for the construction and operation of a new oil dock, Oil Dock 15. This new oil dock, which will be owned by the PCCA and used exclusively by Martin, will support Martin's liquid bulk loading operations that will cease at Cargo Dock 10 due to the construction of the New Harbor Bridge. The proposed Oil Dock 15 will be located just west of NuStar Oil Dock 16 (see attached exhibit). Per the terms of the Lease, the PCCA is responsible for constructing the dock structure, slip, and loading / unloading equipment. To date, the PCCA has obligated $807,888.00 toward the physical construction of the project with the purchase of three (3) loading arms from EMCO Wheaten USA approved at the June 21, 2016 Commission meeting. This Agenda Item provides for the construction of Oil Dock 15, the ship slip, civil site work, and equipment.

The Contract Documents for the Construction of Oil Dock 15 project were structured with a Base Bid and five Additive Bid Items. The Base Bid generally includes the construction of the dock, a 750' long slip, ship breasting and mooring structures, piping, security fence, lighting, utilities, and the fabrication, installation, and commissioning of electrical and mechanical systems to support ship loading operations. The Additive Bid Items consist of:

- Additive Bid Item 1: Construction of two additional monopile mooring structures. These structures are designed and positioned to accommodate larger oceangoing vessels.
- Additive Bid Item 2: Installation of an independent barge and fender system with swing down gangway and barge access stairs, catwalk, and safety ladders to accommodate barges at the dock.

- Additive Bid Item 3: Dredging approximately 32,085 cubic yards of additional dredge material to expand the slip from 750-feet to 1100-feet long. Work on this item cannot occur until the Army Corps of Engineers approves an amendment to an existing permit.
- Additive Bid Item 4: Additional costs associated with placement of dredge material into the South Shore DMPA Cell B in lieu of DMPA No. 1 or No. 2. This Additive Bid Item is to be awarded should DMPA No. 1 and No. 2 become unavailable for use on the project.
- Additive Bid Item 5: A unit cost per cubic yard (CY) adjustment for dredging volumes above the dredge volumes required in Base Bid dredging and Additive Bid Item 3 dredging, if awarded, to a depth of -49 feet MLT.

An evaluated bid system was used to determine the lowest and best bid. Per the Contract Documents, Evaluated Bid Option A was utilized since at least one or more additive bid items are recommended for award.

On September 27, 2016, the Port received four responses to our Notice to Bidders (see attached Bid Tabulation). Russell Marine, LLC submitted the lowest and best bid evaluated bid of $17,643,713.50 consisting of the total of the Base Bid, Additive Bid Items 1, 2, 3, 4 and a theoretical quantity of additional dredging (11,081 CY) at the bid rate for Additive Bid Item 5.

ALTERNATIVES: None. Construction contract structure per terms of the Lease.

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

EMERGENCY: Although this is not an emergency action, construction and commissioning of Oil Dock 15 is a time critical activity to meet the needs of PCCA's customer.

FINANCIAL IMPACT: Construction cost for the project is generally in line with the Preliminary Cost Projections included in the Lease with Martin.

STAFF RECOMMENDATION: Staff recommends a construction contract be awarded to Russell Marine, LLC in the amount of $17,001,600 for the Base Bid at $15,442,100, Additive Bid Item 1 for two additional mooring structures at a cost of $484,000, and Additive Bid Item 2 for the barge access and fender system at a cost of $1,075,500, and recommends acceptance of Additive Bid Item 5 at $11.00/CY should it be needed during construction.

Staff also recommends accepting Russell Marine's bid for Additive Bid Item 3 in the amount of $355,222.50 to expand the slip to a 1,100 foot long slip, and the bid for Additive Bid Item 4 in the amount of $165,000.00 for the use of DMPA Cell B in lieu of DMPA No.1 and No. 2, if required. Staff requests approval to add Additive Bid Items 3 and/or 4 to the Contract by Change Order with no additional Commission approval should the bid item(s) be needed and US Army Corps of Engineers approval received in time to perform the dredging to expand the slip during the construction contract period. Staff further recommends that the Director of Engineering Services be granted a 3 percent contingency ($529,311.39), based on the Evaluated Bid Option A amount, in accordance with the PCCA's standard contingency guidelines for marine construction projects.

Russell Marine, LLC is an experienced marine contractor based in Corpus Christi, who has successfully completed several projects for the PCCA and PCCA customers in the Inner Harbor, including the West Barge Mooring Area and work to repair the damage to the former Tule Lake Lift Bridge's fender system. Russell Marine, LLC is also the PCCA's contractor for Public Oil Dock 14, which is soon to be substantially complete.

Martin has reviewed and approved the design and Contract Documents for the Construction of Oil Dock 15 project, has reviewed the bids received, and has acknowledged concurrence with Staff's recommendations outlined above.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
	Dave Michaelsen
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pederson

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Bid Tabulation

AMENDED AND RESTATED
OFFICIAL MINUTES OF PORT COMMISSION MEETING
SEPTEMBER 29, 2016

Note: These minutes amend, restate, correct and replace the Official Minutes of this meeting previously approved by the Port Commission at its meeting on October 18, 2016. These minutes amend and correct the previous minutes by more accurately describing the action taken by the Commission on Open Session agenda item 3d.

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

Present:	Mr. Charles Zahn
	Mr. David Engel
	Ms. Barbara Canales
	Mr. Richard Valls
	Mr. Richard L. Bowers
	Mr. Wes Hoskins
Absent:	Mr. Wayne Squires
Present:	Mr. John P. LaRue
	Mr. Sean Strawbridge
	Mr. Darrin Aldrich
	Ms. Patricia Cardenas
	Ms. Rosie Collin
	Mr. Dennis DeVries
	Mr. Tyler Fuhrken
	Ms. Sandra Terrell Davis
	Mr. David Krams
	Mr. Ruben Medina
	Mr. Tom Mylett
	Ms. Nelda Olivo
	Ms. Lynn Angerstein
	Mr. Russell Cordo
	Ms. Sherry DuBois
	Mr. Brett Flint
	Ms. Natasha Fudge
	Mr. Jim Haley
	Mr. Ray Harrison
	Mr. Dan Koesema
	Ms. Jennifer Powell
	Ms. Leslie Ruta
	Ms. Sonya Sosa Lopez

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

Others Present: Mr. Sonny Boyd
So. Tx. Waterway Advisory Council
Mr. Danny Clark
Cori Engineering
Mr. Sidney Faas
Mr. Martin Timmerman
CH2M Hill
Mr. Brian Cohorst
Martin Midstream
Mr. Chris Ramirez
Caller-Times
Capt. Joe Harrington
Valero

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

2. The Commission and audience received a safety briefing.

3. OPEN AGENDA

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

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

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

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

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

WHEREAS, Ann Vaughan has held numerous positions of import and influence including Executive Director of the Uvalde Chamber of Commerce, Vice President of NBC Bank Uvalde, Economic Development Director of the Middle Rio Grande

Development Council, Development Director of Adobe Eco-Systems, Ltd., and finally President/CEO of the Port Aransas Chamber of Commerce and Tourist Bureau (since 1998); and

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

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

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

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

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

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

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

3d. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission:

(i) Awarded a construction contract to Russell Marine, LLC, in the amount of $17,001,600 for the construction of Oil Dock 15 and related slip dredging, site preparation, upland area improvements, and petroleum liquids loading and unloading equipment as outlined in the staff recommendation presented at the meeting. The Construction Contract consists of:

- Base Bid ($15,442,100) for construction of the dock, a 750' long slip, ship breasting and mooring structures, piping, security fence, lighting, utilities, and the fabrication, installation, and commissioning of electrical and mechanical systems to support ship loading operations;
- Additive Bid Item 1 ($484,000) for construction of two additional monopile mooring structures to accommodate larger oceangoing vessels;
- Additive Bid Item 2 ($1,075,500) for installation of an independent barge and fender system with swing down gangway and barge access stairs, catwalk, and safety ladders to accommodate barges at the dock; and;
- Additive Bid Item 5 at $11.00/CY for dredging volumes above the dredge volumes required in Base Bid dredging and Additive Bid Item 3 dredging, if awarded, to a depth of -49 feet MLT.

(ii) Accepted Russell Marine, LLC's bids for Additive Bid Items 3 and 4 and authorized staff to add these additive bid items to the Construction Contract by change order without additional Commission approval under the conditions described below. These additive bid items are as follows:

- Additive Bid Item 3 ($355,222.50) for dredging approximately 32,085 cubic yards of additional dredge material to expand the slip from 750-feet to 1100-feet long if the US Army Corps of Engineers approves an amendment to PCCA's existing permit in time to allow for dredging a 1,100-foot slip during the Construction Contract period; and
- Additive Bid Item 4 ($165,000.00) for additional costs associated with placement of dredge material into the South Shore DMPA Cell B in lieu of DMPA No. 1 or No. 2 should DMPA No. 1 and No. 2 become unavailable for use on the project.

(iii) Granted the Director of Engineering Services a 3 percent contingency ($529,311.39) for other change orders to the Construction Contract, in accordance with the PCCA's standard contingency guidelines for marine construction projects.

3e. On motion made by Mr. Valls and seconded by Mr. Hoskins, the Commission approved, in the form presented to the meeting, an Assignment and Assumption Agreement with Martin Operating Partnership, L.P., and a Novation Agreement with Martin Operating Partnership, L.P., and John Zink, LLC, regarding a

Purchase Contract for a Vapor Combustion Unit associated with construction of Public Oil Dock 15.

4. EXECUTIVE SESSION

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

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

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

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

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

DATE: January 17, 2017

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 spend monies from the Promotion and Development Fund to pay expenses connected with any activity or matter incidental to the advertising, development, or promotion of the Port Authority or its ports, waterways, harbors, or terminals, or furthering the general welfare of the Port Authority and its facilities. 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. We pay these organizations for their services and assistance in promoting the development of the Port of Corpus Christi in accordance with the terms of the Development Services Agreement we have with each organization.

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:

United Corpus Christi Chamber of Commerce:	$45,000
Robstown Improvement Development Commission:	$35,000
TOTAL PAYMENTS:	**$80,000**

LEAD CONTACT: Rosie Collin, 885-6115; rosie@pocca.com

ALTERNATIVES: **None**

CONFORMITY TO PORT POLICY: Yes.

EMERGENCY: No.

FINANCIAL IMPACT: N/A

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

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:
United Corpus Christi Chamber Agreement
Robstown IDC Agreement

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 *(type of entity)* (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 forty-five thousand and No/100 Dollars ($45,000), (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 Contact 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 A** 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:

UNITED CORPUS CHRISTI CHAMBER OF COMMERCE

By: Annette Medlin

Name: Annette Medlin

Title: President & CEO

Date: 1/10/2017

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 government relations activities at the local, state and federal levels;

2. Provide assistance for major Port projects;

3. Provide assistance on legislative issues at the local, state and federal to include testimony, letters of support, member awareness campaigns or any other relevant assistance;

4. Appointment of a Port Commissioner or staff member to the Chamber Board and Executive Committee.

5. Include Port government affairs staff member in the Chamber Government Affairs committee to ensure inclusion of Port related agenda items on the Chamber legislative agendas; in addition Port representatives invited to Chamber meetings with State and Federal Leadership;

6. Provide assistance on windstorm insurance;

7. Top level logo placement at all Chamber events, in event collateral and rotating banner on Chamber website;

8. One Port table at every event hosted by the Chamber, to include display of Port logo, and banners. In addition the Port will receive 10 tickets to all ticket only events at no additional cost;

9. Priority seating at Chamber Annual Meeting and Award Dinner;

10. 3 attendees CB to DC (TBD 2017) and Sponsor for dinner with the Congressman while in Washington at no additional cost to the Port;

11. 5 attendees CB to ATX – February 8, 2017 and prominent presence as a sponsor for the evening reception at the Bullock Museum;

12. Invitations to exclusive Top Investor Appreciation reception;

13. 10 Chamber messages (special announcements in our Wednesday Member Messages) to promote any event, issue or information from the Port;

14. Special feature monthly in the "Partner Update" section in the **Business Matters** monthly emagazine delivered to over 5000 Chamber businesses and employees;

15. Feature and link out to the Port website from the Chamber website "Business Resources/Community Links," page;

16. Push out Port announcements on the Chamber social media oulets to over 6500 followers on Facebook and Twitter;

17. Create a 'Bid Opportunities' or 'Contacts for Contracts' page on Chamber website sponsored by the Port with a hyperlink to the Port's www.portofcorpuschristi opportunities.com website;

18. Assist the Port in trade activities in Mexico and Latin America.

19. All 2017 major Chamber events will be at the Ortiz Center unless an exception is granted by the Port (e.g. State of the City)

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 Contact 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:

Robstown Improvement Dev. Corp.

By: Ronald W Berglund

Name: Ronald W. Berglund

Title: Interim Executive Director

Date: 12/9/11

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 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.

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 1st day of January, 2017 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and EAI, Inc. ("Consultant"), each a "Party" and collectively as "Parties".

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

1. CONTRACT: Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference.

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before December 31, 2017 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. 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 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

(Name) Jarl Pedersen
(Address) 222 Power St. Corpus Christi, Texas 78401
(Phone No.) 361 885-6698
(Email) jarl@pocca.com

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

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail

message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority: John P. LaRue
Executive Director
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: john@pocca.com

If to the Consultant: Joseph Leto
12000 North Pecos Street
Westminster, CO 80234
E-mail: jjleto@eaiweb.com

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

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

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

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

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

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

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

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

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

6.7 Consultant is an independent contractor for the performance of his duties under this Contract. Accordingly, the Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Consultant's activities in accordance with this Contract. Consultant is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Consultant, or Consultant's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

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

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

6.10 As of the Effective Date and at all times while providing Services hereunder, the Consultant shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed fifty thousand Dollars ($50,000.00). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Consultant and reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Consultant shall procure and maintain at its sole expense, for as long as Consultant is obligated to provide Services under this Contract, the policies of

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

10. **INDEMNIFICATION AND RELEASE. Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.**

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

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

12. DISCLOSURE OF INTERESTED PARTITES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Consultant submits the signed contract to Authority. This Section 12 applies only to contracts that require an action or vote by the governing body of Authority.

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

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

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

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

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

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

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

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

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

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

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

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable

provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

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

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

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

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

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

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

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

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

"Authority"

By: _____
Name: Joseph J. Leto
Title: President
Date: 6-JAN-2017

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

- Selected material extracts from EAI, Inc.'s Eagle Ford / South West Texas Crude and Permian / Delaware Basin Deep Dive Study itemized below:
    - Provide crude oil resource production outlooks, refinery tracking and outlooks, logistics and terminal project tracking, and commodity balance forecasts.
    - Provide POCC hydrocarbon throughput tracking, POCC performance metrics, POCC competitive assessments and POCC opportunity identification

- Selected material extracts from EAI, Inc.'s Gulf Coast Deep Dive Analytics Study addressing Export/Import and Ports per below:
    - Provide Gulf Coast supply and demand outlook, refined products, crude, condensate, LPG export/import tracking and outlooks for overall Gulf Coast and competing ports
    - Assessment of Import/Export competitive Ports in South Texas, Port of Houston, Texas City, etc. with activity profile and trends to help identify opportunities

- North American Crude Oil Study / CrudeHub:
    - Provide North American crude flow tracking and outlooks, including market outlets for PCCA outbound and competing supply and economics statistics
    - Assessment of overall dynamics/impacts on PCCA including domestic marine market economics and export/import market economics

- Reporting, Webinars and Ongoing Consultation Support, iHub and Web Portal:
    - Provide periodic reporting including:
        - Monthly and quarterly metric updates,
        - Daily project, event and opportunity tracking,
        - Quarterly PCCA business review, outlook benchmarking,
        - Annual PCCA business assessment, performance outlooks and business development opportunities.

- Provide as needed ad hoc PCCA support and project assessment support as long as within reasonable bounds of the overall project Scope of Services and budget. The implementation and maintenance of POCCAHUB is to be covered by a separate POCCAHUB web platform implementation and maintenance contract.

The Consultant will make oral and written reports as requested by the Chief Commercial Officer or his duly authorized representative.

EXHIBIT B

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed fee or hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not to exceed $50,000.00, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit 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 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 (if applicable), 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.

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
	If Consultant engages employees Workers' Compensation coverage is required.	
B.	Employer's Liability	$500,000 per Occurrence
		$500,000 Aggregate
C.	Automobile Liability	$25,000 each person injured in an accident
		$50,000 entire accident
		$25,000 property damage

Each policy, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability.

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

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

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

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

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve the Port's Assessment (Share) of the Refinery Terminal Fire Company's 2017 Operating and Capital Budget

SUMMARY: Staff recommends that the Port's share of the Refinery Terminal Fire Company's (RTFC) operating and capital budgets in the amount of $202,282.00 be approved and payment authorized in quarterly installments to RTFC.

BACKGROUND: The RTFC is funded entirely by its members. RTFC's 2017 operating and capital budget for emergency response services totals $5,122,316.69. The Port's 2016 assessment for FY2016 was $194,046. The Port's 2017 assessment of $202,282.00 represents 3.95% of that total, as compared to 3.94% in 2016.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: No.

FINANCIAL IMPACT: This assessment is included in the FY2017 PCCA Budget.

STAFF RECOMMENDATION: Approve payment in the amount of $202,282.00 to RTFC in quarterly installments.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Tom Mylett, Director
Legal	Dane Bruun
Senior Staff	Sean Strawbridge, Dep. Executive Director/COO
Security Committee	Chair-Commissioner Valls Jr., Commissioner Bowers Commissioner Hoskins

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2017
CAPITAL AND OPERATIONS
ALLOCATIONS

COMPANIES	ERS+CAP+TAS 2016	ERS OPERATIONS 2017	ERS CAPITAL 2017	TAS 2017	TOTAL ANNUAL 2017
Lyondell Corpus Christi	$ 577,596.82	$ 432,343.44	$ 118,170.04	$ 49,500.00	$ 600,013.48
Calpine	$ 83,968.45	$ 69,598.59	$ 17,862.43		$ 87,461.02
Port of Corpus Christi	$ 194,045.94	158,866.37	43,416.06		$ 202,282.43
Elementis Chromium	$ 53,574.04	43,877.36	11,969.34		$ 55,846.70
Mark West - Javelina, Inc.	$ 183,407.64	150,166.54	41,025.22		$ 191,191.76
Citgo - CC Refinery	$ 915,609.62	701,659.74	191,835.89	58,500.00	$ 951,995.62
NuStar Logistics, L.P.	$ 215,794.88	176,644.28	48,312.61		$ 224,956.89
Flint Hills Resources	$ 946,288.94	714,520.58	195,317.88	73,500.00	$ 983,338.45
Koch Pipeline	$ 199,181.96	163,027.15	44,613.00		$ 207,640.15
Valero Marketing & Supply	$ 108,081.95	88,511.27	24,156.31		$ 112,667.58
Valero Refining	$ 1,179,093.58	900,242.69	246,024.36	79,500.00	$ 1,225,767.05
Martin Midstream Partners	$ 42,701.25	34,624.85	9,500.00		$ 44,124.85
Air Products	$ 36,292.50	$29,623.49	7,800.00		$ 37,423.49
Valero - Three Rivers *	$ 179,105.76	$ 183,607.21	$ -		$ 183,607.21
RTFC (TAS Assessment)	$ 14,000.00			14,000.00	$ 14,000.00
TOTALS	$ 4,928,743.33	$ 3,847,313.57	$ 1,000,003.12	$ 275,000.00	$ 5,122,316.69

* The calculations are with a $1 million capital assessment for 2017

REFINERY TERMINAL FIRE COMPANY
MAIN STATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2017

	2017		2016		2015		2014	
MEMBERS	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**
Calpine	69,599	17,862	67,892	16,076	66,642	14,290	63,263	12,504
Lyondell Corpus Christi	432,343	118,170	421,744	106,353	413,979	94,536	392,977	82,719
Port of Corpus Christi	158,866	43,416	154,971	39,074	152,118	34,733	144,403	30,391
Elementis Chromium	43,877	11,969	42,802	10,772	42,014	9,575	39,883	8,379
Mark West - Javelina, Inc.	150,167	41,025	146,485	36,923	143,788	32,820	110,466	28,718
CITGO - CC Refinery	701,660	191,836	684,457	172,652	671,855	153,469	637,768	134,285
NuStar Logistics, L.P.	176,644	48,313	172,314	43,481	169,141	38,650	160,561	33,819
Flint Hills Resources	714,521	195,318	697,003	175,786	684,169	156,254	649,459	136,723
Koch Pipeline	163,027	44,613	159,030	40,152	156,102	35,690	148,184	31,229
Valero Marketing & Supply	88,511	24,156	86,341	21,741	84,752	19,325	80,455	16,909
Valero Refining	900,243	246,024	878,172	221,422	862,002	196,819	818,274	172,217
Martin Midstream Partners	34,625	9,500	34,151	8,550	33,522	7,600	31,734	6,650
Air Products	29,623	7,800	29,273	7,020	28,734	6,240	27,102	5,460
Subtotal	3,663,706	1,000,003	3,574,635	900,003	3,508,817	800,003	3,346,206	706,532
ANNUAL MEMBERS								
Valero - Three Rivers *	183,607		179,106				166,885	
Lyondell Annual Assessment								
FHR Port Arthur								
TOTAL	3,847,314	1,000,003	3,753,741	900,003	3,508,817	800,003	3,513,091	706,532

REFINERY TER[illegible]AL FIRE COMPANY
MAIN [illegible] STATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2017

	2013		2012		2011		2010	
MEMBERS	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**
Calpine	61,242	10,717	59,570	8,972	56,883	7,234	54,469	7,234
Lyondell Corpus Christi	380,421	70,902	370,031	59,352	353,343	47,855	338,346	47,855
Port of Corpus Christi	139,789	26,050	135,971	21,806	129,839	17,582	124,328	17,582
Elementis Chromium	38,609	7,182	37,554	6,012	35,861	4,847	34,339	4,847
Mark West - Javelina, Inc.	106,105	24,613	102,496	20,604	96,700	16,613	91,491	16,613
CITGO - CC Refinery	617,390	115,102	600,529	96,352	573,446	77,688	549,107	77,688
NuStar Logistics, L.P.	155,431	28,988	151,186	24,266	144,368	19,565	138,240	19,565
Flint Hills Resources	628,707	117,191	611,537	98,100	583,957	79,098	559,172	79,098
Koch Pipeline	143,449	26,768	139,532	22,407	133,239	18,067	127,584	18,067
Valero (Eagle) Asphalt	77,884	14,494	75,757	12,133	72,341	9,783	69,270	9,783
Valero Refining	792,128	147,615	770,494	123,568	735,746	99,633	704,519	99,633
Martin Midstream Partners	30,720	5,700	19,537	2,550	18,656	2,040	17,864	2,040
Air Products	26,232	4,680	25,430	3,900	26,465	3,111		
Trafigura	35,242	5,629						
Harbor Wind	8,753	1,564						
Subtotal	3,242,102	607,195	3,099,624	500,021	2,960,844	403,116	2,808,730	400,005
ANNUAL MEMBERS								
Valero - Three Rivers *	161,056		156,657		149,592		143,272	
Lyondell Annual Assessment							-	
FHR Port Arthur								
TOTAL	3,403,158	607,195	3,256,281	500,021	3,110,436	403,116	2,952,002	400,005

REFINERY TERMINAL FIRE COMPANY
MAIN FIRE STATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2017

	2009		2008		2007		2006	
MEMBERS	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**
Calpine	48,339	7,234	43,996	7,271	41,546	7,200	39,693	6,300
Lyondell Corpus Christi	300,280	47,855	273,025	48,101	257,824	47,632	246,326	41,678
Port of Corpus Christi	110,339	17,582	100,310	17,672	94,725	17,500	90,501	15,313
Elementis Chromium	30,475	4,847	27,654	4,872	26,115	4,825	24,950	4,222
Mark West - Javelina, Inc.	104,297	16,613	94,779	16,698	89,503	16,535	85,511	14,468
Celanese Corp.	-	-	-	-	21,129	3,904	20,187	3,416
CITGO - CC Refinery	487,331	77,688	443,225	78,086	418,549	77,325	399,884	67,659
NuStar Logistics, L.P.	122,687	19,565	111,623	19,666	105,409	19,474	100,708	17,039
Flint Hills Resources	496,263	79,098	451,270	79,504	426,146	78,729	407,142	68,888
Koch Pipeline	113,229	18,067	103,076	18,160	97,337	17,983	92,996	15,735
Valero (Eagle) Asphalt	61,475	9,783	55,812	9,833	52,704	9,737	50,354	8,520
Valero Refining	625,255	99,633	568,425	100,143	536,778	99,168	512,840	86,771
Martin Midstream Partners	15,858	2,040						
Subtotal	2,515,825	400,005	2,273,196	400,005	2,167,765	400,011	2,071,093	350,009
ANNUAL MEMBERS								
Valero - Three Rivers *	127,153		115,646		109,207		104,337	
Lyondell Annual Assessment	150,000		150,000		150,000		150,000	
FHR Port Arthur	50,000							
TOTAL	2,842,978	400,005	2,538,842	400,005	2,426,972	400,011	2,325,430	350,009

2007 Celanese Corp drops

REFINERY TER[redacted]AL FIRE COMPANY
MAIN [redacted] STATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2017

	2005		2004		2003		2002	
MEMBERS	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**
Bludworth Shipyard	-	-	29,354	5,165	12,344	2,134		
Calpine	36,645	6,300						
Equistar Corpus Christi	227,364	39,850	221,283	38,933	256,633	43,416	195,651	39,398
E. I. DuPont	-	-	51,934	9,137	24,338	4,127	18,545	3,734
Port of Corpus Christi	83,495	14,634	81,288	14,302	116,450	45,648	205,735	41,429
Elementis Chromium	23,122	4,053	22,580	3,973	12,181	2,057	9,273	1,867
Javelina, Inc.	78,999	13,846	76,772	13,507	76,997	13,025	58,695	11,820
Williams Terminal Holdings	-	-	-	-	-	-	125,180	25,208
Celanese Corp.	18,626	3,265	18,064	3,178	6,102	1,029	4,636	934
CITGO - CC Refinery	369,092	64,690	359,021	63,166	379,487	64,192	289,300	58,257
Valero Logistics - Corpus Christi	92,915	16,285	90,320	15,891	121,620	20,574	92,726	18,672
Flint Hills Resources	375,943	65,891	365,795	64,358	418,172	70,737	318,797	64,196
Koch Pipeline	85,850	15,047	83,546	14,699	137,597	23,275	104,896	21,123
Eagle Asphalt	46,458	8,143	45,160	7,945	24,315	4,115	18,545	3,734
Trigeant	-	-	83,546	14,699	58,830	9,951	44,843	9,030
Valero Refining	473,354	82,964	460,631	81,044	431,214	72,945	328,742	66,199
Subtotal	1,911,864	334,965	1,989,292	349,998	2,076,280	377,225	1,815,564	365,602
ANNUAL MEMBERS								
Valero - Three Rivers *	96,341		93,707		88,502		67,436	
Equistar Annual Assessment	150,000		150,000		150,000		150,000	
From Reserves	85,850	15,047			164,218	27,775	200,000	39,398
TOTAL	2,244,055	350,012	2,232,998	349,998	2,479,000	405,000	2,233,000	405,000

2005 Trigent drops
2004 Bludworth Shipyard & E.I Dupont drops
2003 Williams Terminal Holdings drops
2002 OXYMAR - Ingleside drops
2004 Switched to a new allocation process based on risk

REFINERY TERMINAL FIRE COMPANY
MAIN STATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2017

	2001		2000		1999		1998	
NON-STANDARD FORMULA MEMBER	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**	**OPERATING**	**CAPITAL**
Equistar	188,466	35,734	168,765	35,844	166,182	38,453	161,404	38,796
E. I. DuPont	17,864	3,387	15,997	3,398	15,752	3,645	15,299	3,677
Port of Corpus Christi	198,180	37,576	177,463	37,691	174,748	40,435	169,723	40,796
OxyMar - Ingleside	188,466	35,734	168,765	35,844	166,182	38,453	161,404	38,796
Elementis Chromium	8,932	1,694	7,998	1,699	7,876	1,822	7,649	1,839
Qualitech	-	-	-	-	56,849	13,154	-	-
Sunburst Energies, Inc. **	-	-	-	-	-	-	-	-
Javelina, Inc.	56,540	10,720	50,630	10,753	49,855	11,536	48,421	11,639
Subtotal	658,448	124,846	589,619	125,228	637,444	147,498	563,900	135,543
STANDARD FORMULA MEMBERS								
Williams Terminal Holdings	120,583	22,863	100,979	21,447	89,097	20,616	86,535	20,800
Celanese Corp.	4,466	847	3,999	849	3,938	911	3,825	919
CITGO - CC Refinery	290,243	55,032	263,303	54,933	253,799	58,726	252,057	60,586
Chemical Waste Management **	-	-	-	-	-	-	-	-
Coastal Refining	218,735	41,473	193,841	41,341	191,948	44,415	188,906	45,407
Coastal States Crude Gathering *	-	-	-	-	-	-	22,948	5,516
Diamond Shamrock - Corpus Christi	89,320	16,936	79,984	16,988	78,759	18,224	76,495	18,387
Exxon Pipeline **	-	-	-	-	-	-	-	-
Koch Petroleum	323,484	61,335	289,268	63,090	311,601	72,101	313,979	75,470
Koch Pipeline	104,952	19,899	97,480	20,704	102,880	23,805	93,228	22,409
Southwestern Refining Company	-	-	-	-	-	-	-	-
Eagle Asphalt	17,864	3,387	15,997	3,398	11,814	2,734	11,474	2,758
Trifinery	44,991	8,531	41,054	8,704	40,425	9,354	39,318	9,451
Valero Hydrocarbons **	-	-	-	-	-	-	-	-
Valero Refining	262,921	49,851	231,358	48,318	223,070	51,616	219,468	52,753
Subtotal	1,477,557	280,154	1,317,261	279,772	1,307,330	302,502	1,308,233	314,457
ANNUAL MEMBERS								
Diamond Shamrock - Three Rivers *	70,994		63,063		62,033	-	60,964	-
Motiva					100,000	-	-	-
EXXON			60,028					
TOTAL	2,207,000	405,000	2,029,970	405,000	2,106,807	450,000	1,933,097	450,000

* Joined in 1994 and dropped in 3rd Quarter 1998.
** Exxon Pipeline dropped in 1993; Sunburst dropped in 2nd quarter 1994; Valero Hydrocarbons dropped after 1st quarter 1994; Chemical Waste Management dropped in 1996

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve an amendment to Service Order No. 7 in the amount of $84,292 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02, for Engineering Services Associated with the La Quinta Terminal Upland Buffer Area project

SUMMARY: Staff requests approval of an amendment to Service Order No. 7 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02 in the amount of $84,292, to include acoustic studies and noise control measures in the planning and design associated with the La Quinta Terminal Upland Buffer Area project.

BACKGROUND: The La Quinta Terminal Upland Buffer Area is proposed to be located along the western portion of the PCCA's La Quinta property in the general location of the PCCA's Dredge Material Placement Area (DMPA) 14 (see map exhibit). Once constructed, the buffer area will be an approximately 100-acres of green space located between industrial development and adjacent residential communities and will consist of hill-like features planted with native vegetation.

In July 2015, the Commission approved a Service Order with Freese and Nichols Inc. for engineering services associated with the study, planning, and conceptual design of the La Quinta Terminal Buffer Area. During the study phase, concerns were raised from the adjacent residential community regarding industrial noise emanating from operations within the La Quinta Terminal property. In response, the industrial facilities that are generating the noise are completing acoustical studies and implementing abatement measures directly at the sources of the sounds. The PCCA also seeks to address the noise concerns by incorporating noise abatement measures into the La Quinta Terminal Upland Buffer Area project to help attenuate noise generated from existing and potential future activities at and adjacent to the La Quinta Terminal property.

The current scope of services with Freese and Nichols, Inc. does not include specific noise control measures in the buffer area design. Therefore, staff negotiated an amendment to Service Order No. 7 in an amount not to exceed $84,292 to perform an acoustic study and include noise control measures in the La Quinta Terminal Upland Buffer Area project design. The noise study will be completed by Freese and Nichols's

sub consultant, SLR International, who has over 35 years of experience in completing acoustic studies, including port operations, rail, and roads.

ALTERNATIVES: N/A

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

EMERGENCY: No.

FINANCIAL IMPACT: The 2016 budget included $500,000 for design associated with this project. With this amendment, the total service order not-to-exceed amount to perform this work will be $271,469.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to Service Order No. 7 with Freese and Nichols, Inc., under Master Agreement No. 13-02, in an amount not to exceed $84,292, to include acoustic studies and noise control measures in the planning and design for the La Quinta Terminal Upland Buffer Area project.

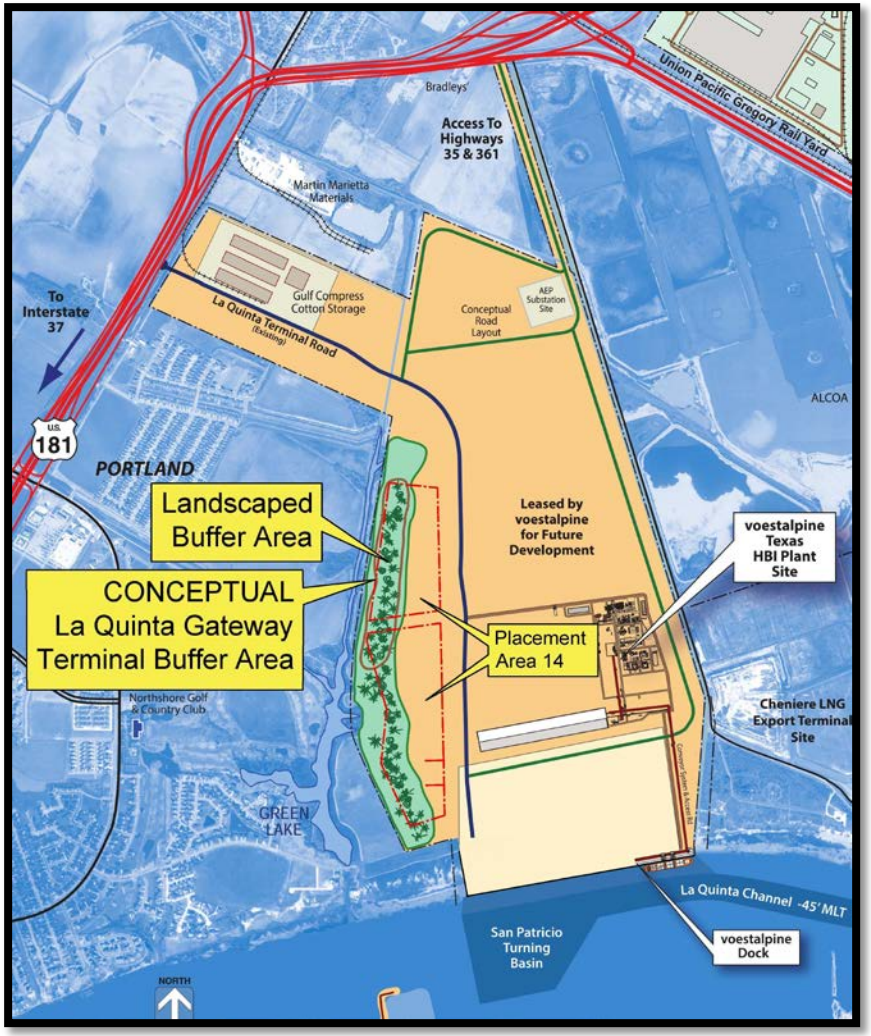
DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Amendment to Service Order No. 7

La Quinta Gateway Terminal Buffer Area



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Amendment #1 of SERVICE ORDER NO. 7

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 13-02 – {Freese & Nichols, Inc.}
PROJECT NO. 14-047A
PROJECT NAME: La Quinta Gateway Terminal Upland Buffer Area Concept Design

THIS FIRST AMENDED SERVICE ORDER (the "**Amendment**") is made and entered into effect as of the 17th day of January, 2017 ("**Amendment Date**") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and Freese and Nichols, Inc. ("**ENGINEER**"), each a "**Party**" and collectively as "**Parties**".

WHEREAS, Authority and ENGINEER entered into Service Order No. 7 (SO #7) on July 30, 2015, pursuant to Master Services Agreement No. 13-02 (the "**Agreement**"), under the terms of which ENGINEER agreed to perform the professional services as described in the Scope of Services associated with SO #7 which, except for the following fully remain in scope and in effect; and

WHEREAS, it has become necessary to amend SO#7 to expand the scope of services, adjust compensation, and to de-scope certain 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:

Scope of Services:

Under this Amendment #1, the ENGINEER will provide professional services to collect data and perform modeling studies on industrial noise associated with existing sources including the Voestalpine Texas facility, expected sources including the in-construction Cheniere facilities, and other landside and waterfront facility sources anticipated to be sited within and adjacent to the La Quinta Gateway Terminal. The results of the noise studies shall be integrated where applicable into each Task outlined in SO #7. Subsequently, each alternative generated under SO #7 Task 3 will consider noise attenuation as a primary objective and identify noise attenuation features or structures to be incorporated into the buffer area design, if feasible.

The ENGINEER, in addition to the development and selection of a noise attenuating alternative(s) specific to the Buffer Area, will provide recommendations on industry normative practices and noise attenuation devices that may be used to prevent, reduce, or attenuate noise generated from potential future activities on the La Quinta Gateway Terminal property.

The ENGINEER pursuant to this amendment will de-scope SO # 7 Task 3, Item 4, Concept Charrette and Development and re-program unexpended funds to this amended scope of work, and will de-scope SO # 7 Task 3, Item 6, Final Design Scope of Work and re-program unexpended funds to this amended scope of work, as provided herein.

Specific Tasks to be completed by the ENGINEER not previously provided in Service Order No. 7 will include, but not necessarily be limited to:

I. Project Management and Controls (Task 1)

ADD:

The ENGINEER will provide additional project management services for use of a Noise Study consultant and to incorporate noise study results and attenuation measures into the buffer alternatives under consideration for the La Quinta Terminal area. ENGINEER will prepare for and attend five (5) additional meetings with Noise Study consultants and PCCA to prepare the required documentation for the additional project tasks. Engineer will prepare and provide biweekly progress reports to PCCA of the tasks described in the amended project scope.

II. Data Collection and Evaluation (Task 2)

1. Existing Data

ADD:

The ENGINEER will coordinate with the PCCA to identify and obtain available noise data from PCCA, from and provided by their tenants on the La Quinta Gateway Terminal site and by other adjacent industrial facilities relating to existing and forecast noise levels, and proposed on-site attenuation methods and strategies. The ENGINEER and ENGINEER's noise consultant SLR Consulting, will review the available information and evaluate the relevance and completeness of the data as applicable to the Buffer Area development. In addition, the ENGINEER will coordinate with PCCA to identify other conceptual noise sources (e.g. rail interchange yard) that could be sited east of the Buffer Area and/or sited on the northwestern portion of the La Quinta Gateway Terminal property.

The ENGINEER's noise consultant, SLR Consulting (SLR), will evaluate existing sound data and acoustical reports (obtained by PCCA or others), and/or public data regarding other potential industrial noise sources in the area. SLR will assess initial plans for proposed buffer area designs to evaluate potential noise attenuation benefits of the site. SLR will develop a 3D computer noise model of the area, including noise source locations, elevations, structure/barriers and noise source data for Voestalpine equipment. The model will also include general noise sources for Trains 1 through 5 of the Cheniere facility to the east, based on public filing documents downloaded from the FERC website and/or provided by Cheniere. Noise contributions for Trains 4 and 5 will be extrapolated from the existing data for Trains 1 through 3 and be updated to include Voestalpine improvements conducted up to that time. The noise modeling effort shall include alternatives that include property currently owned by the PCCA and alternatives that include the PCCA property and the tract of land south to Corpus Christi Bay. The modeling shall also include future dock and waterfront operational noise sources anticipated from both general cargo and container handling. The noise information shall be incorporated into and/or used to update the data collection performed previously by ENGINEER. SLR will use the computer model to predict the potential acoustical benefit to the residential area due to berms, barriers, plantings or other features at the buffer

site. ENGINEER and SLR will coordinate with PCCA to evaluate means and approaches that will maximize attenuation within feasible construction and budgetary constraints.

In the first quarter of 2017, Voestalpine expects to complete installation of several in-plant noise reduction treatments, and Voestalpine will then re-evaluate their noise sources and the contributions to the residential receptors. Should the Voestalpine information be received after the first quarter of 2017, SLR will update the noise model(s) to evaluate the effects of the Voestalpine improvements with regard to the buffer site alternative selected for final design.

The ENGINEER and noise consultant, SLR, will prepare for and attend up to three (3) PCCA Commission meetings and/or other stakeholder / community meetings as required to provide subject matter presentations including the results and alternatives of the sound study. These meetings will be at the discretion of PCCA.

2. ***Site Visit***

AMENDED:

After reviewing the available noise information, the ENGINEER and SLR Consulting will conduct up to three (3) site visits to evaluate current site conditions relating to noise, ground proof existing site information, and to become generally familiar with the site, the surrounding area, and current activities in the area. These site visits, if needed, shall be in addition to any previously conducted by ENGINEER.

This scope of work anticipates that the ENGINEER will spend up to three (3) days in the field making observations and collecting accessible data with additional trips to the site, as needed, to verify information and design assumptions. The focus of these visits will be to observe and document: readily apparent project site characteristics or features that could affect planning, design and/or construction of the Buffer Area including noise attenuation measures; the location, characteristics and dimensions of DMPA14; the characteristics of materials placed within DMPA 14; the characteristics and topography of adjacent areas including water bodies and existing wetlands; the general location and characteristics of vegetation; the location and type of existing and potential future activities, structures and/or facilities in proximity of the project site (e.g. road, highway, rail, commercial and industrial facilities) and location and type of receptors that are affected by noise and visual impacts from construction and/or facility operational activities on the La Quinta Gateway Terminal property.

SLR will provide an independent environmental sound level baseline survey to document the existing sound levels at the residential area to the west of the buffer site. The survey will consist of a continuous sound level monitoring for a single 48-hour period, at up to four locations. Measurement locations will be chosen to be representative of the nearest residential areas, although measurement equipment will be located on PCCA property, if possible. All measurements will be performed with Type 1 instrumentation having current laboratory certification. Sound levels will be measured in terms of 10-second time histories with 15-minute statistical parameters. The measured parameters will include one-third octave sound levels along with the overall A-weighted and C-weighted sound levels. The sound level survey results will be summarized outlining the methodology, measurement locations, weather conditions, instrumentation, and the measured sound levels.

This scope of work will utilize the preliminary topographic and condition survey of DMPA 14 collected previously by Hydro-Ex, LLC in May 2016 to support alternative development and design of the buffer area and noise attenuation measures. The north DMPA 14 cell is currently in use as a source of material to support development at the La Quinta Terminal. For the purposes of this scope, ENGINEER has been advised that dredge material placement in DMPA 14 was completed in early spring of 2015 and the volume of 2016 – 2017 borrow shall be minimal. However, if needed the ENGINNER will obtain new survey data after borrow from the PA 14 north cell and additional dewatering of the PA 14 south cell, are complete.

3. ***Data Gap Analysis***

AMENDED:

ENGINEER will update the data gap analysis performed previously and the draft submitted to PCCA in August 2016 specifically to include noise data requirements, and provide recommendations for additional studies, investigations, or surveys necessary to complete the Scope of Work for SO #7 and this Amendment and/or for final design of the selected alternative. PCCA will review the updated recommendations and will coordinate with the ENGINEER to incorporate tasks that are necessary to support this Scope of Work, or to acquire the information through other means. The results of the data gap analysis and recommendation for additional tasks, studies, investigations, and/or surveys may be incorporated into the Letter Report discussed in the following section.

4. ***Letter Report Summarizing Data Compilation and Field Activities.***

AMENDED:

The ENGINEER will prepare a written letter report summarizing data and information collected, reviewed and analyzed along with results and findings from site visits and investigations, preliminary survey results and other relevant information specific to the Buffer Area, A discussion of the quality, quantity and applicability of the available information will be included in the report and the ENGINEER will also provide recommendations for any additional field work, studies, investigations, surveys, and/or testing required to develop and analyze design alternatives and/or to complete final design of the preferred alternative selected by PCCA. The report will also provide recommendations on industry normative practices and noise attenuation devices/measures to prevent, reduce, or attenuate noise generated from potential future activities on other portions on the La Quinta Terminal property. The letter report will be submitted in draft form to PCCA for review and comment approximately one week after the conclusion of the field work. Following coordination with PCCA and incorporation of relevant comments, the Letter Report will be completed and submitted to PCCA in final draft form. The final Letter Report will be sealed by a Registered Professional ENGINEER licensed to practice in the State of Texas.

III. Concept Study & Study Report (Task 3)

1. ***Conceptual Alternative Development.***

No Change

2. ***Opinion of Probable Project Costs and Preliminary Project Schedules.***

No Change

3. ***Alternative Analysis***

AMENDED:

The ENGINEER, in coordination with PCCA, will develop evaluation criteria that will allow the various alternatives to be logically compared and that will support selection of a preferred alternative. The analysis criteria may include the following elements to be finalized at the time of the study.

- How well each alternative meets the criteria of creating a spatial, visual, and sound buffer for the identified non-industrial receptors located west and south of the La Quinta Gateway Terminal property ;
- Construction and overall project costs;
- Project schedule;
- Ongoing maintenance costs;
- Regulatory and permitting requirements and related schedule impacts;
- Anticipated public perception;
- Public access and safety; and,
- Port security and operational considerations.

After the evaluation criteria have been established, the ENGINEER will provide a preliminary analysis of each alternative.

4. ***Concept Charrette and Development*** – **DELETE TASK**

5. ***Revised Conceptual Alternatives and Preferred Alternative Selection***

AMENDED:

Based on input and comments from PCCA, the ENGINEER will revise and update the three Alternatives, the Opinions of Probable cost (including noise attenuation measures, if feasible), preliminary program schedule, and the Alternative Analysis and provide the updated information to PCCA. The ENGINEER will then assist PCCA in identifying a Preferred Alternative to be carried forward to preliminary and final design. ENGINEER will work with SLR Consulting to provide a preferred design for the buffer that is compatible with any required noise attenuation measure. Noise consultant will provide design requirements to ENGINEER to assist in the development of a preferred alternative that incorporates the selected attenuation measures.

6. ***Final Design Scope of Work*** – **DELETE TASK**

7. *Concept Report*

AMENDED:

Upon completion of the previous tasks described under Service Order No 7 and this amendment, the ENGINEER will compile a report describing the project development, discussing the conceptual alternatives developed and considered during the study, and discussing and justifying the selection of the Preferred Alternative. A key discussion will be the existing noise environment and the expected attenuation, if any, resulting from the proposed buffer area project. The report shall include, but not be limited to:

- Background of the project and a discussion of the how the project relates to development at the La Quinta Terminal, regulatory requirements, and the existing and modeled noise levels on site and in the surrounding areas.
- A summary of the information and data collected and evaluated as part of the study. The Letter Report previously prepared that discusses data collection and evaluation may be included as an appendix.
- A summary of site work, investigations, studies, and surveys conducted under Service Order No. 7 and this Amendment #1 and the results or outcome of each action, including expected noise attenuation levels, permit actions if any needed to allow construction to move forward, and a description of the concept vegetation plan.
- A description of the existing conditions and related discussion as to how the existing conditions will relate to, or impact development and construction of the buffer area. Exhibits illustrating the existing conditions at the time of the study will be included.
- Discussion of the Alternatives developed for the study and appropriate exhibits showing plan, sections, and details for each alternative. Only the preferred alternative will be modeled for noise attenuation, if feasible.
- A summary of changes and modifications made to each alterative during the development process.
- The ENGINEER's Estimate of Probable Costs for each Alternative, including the cost of any proposed noise wall or other attenuation measures, and a discussion of the basis of the cost parameters, factors, and assumptions used in developing the cost information.
- Conceptual project schedule for each alternative.
- Discussion of the development of the Alternative Evaluation Criteria.
- A summary and discussion of the preliminary and final Alternative evaluation process, including a discussion of the comparative advantages and disadvantages of each Alternative considered.
- Recommendation of a Preferred Alternative and a justification for the selection of the Preferred Alternative. Summary and Recommendations including additional surveys, investigations, and studies required for the final design and recommendations for construction and ongoing maintenance of the Preferred Alternative.

The Concept Study Report will be submitted as an electronic DRAFT for PCCA's review. The ENGINEER will revise the report in response to PCCA's comments, as appropriate, and furnish four (4) hard copies of the revised Final Concept Report to PCCA. The final report will also be submitted in electronic portable document format (PDF) and in native executable file

format. The completed Final Concept Report will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

IV. Permitting Assistance (Task 4)

No Change

Deliverables:

ADD:

Submittal	Remarks
Noise Study / Design	3-D Noise Model and supporting noise study report.
Time progression presentation of Buffer development	Visual time progression presentation of buffer site development agreed upon plan for preferred alternative for final design

DELETE:

Submittal	Remarks
Recommended Scope of Work for Preliminary and Final Design.	Recommended Scope of Work for Preliminary and Final Design of the Preferred Alternative including key milestones and deliverables. A draft Scope of Work is to be provided in PDF format for PCCA review and comment. The Final Scope of work will be provided in PDF and native executable file formats.

Schedule of Services

ENGINEER will complete the *Report and Study Phase* within 10 *weeks* of execution of this Amendment. Execution of this Service Order #7, Amendment 1 will be considered Notice to Proceed for the ENGINEER. Key project Milestone include:

- Completion of **Noise Study and Analyses (Task 3)** – 4 weeks from Notice to Proceed
- Letter Report on information evaluated and site visits, investigations, noise analysis and surveys – 2 weeks from Completion of Noise Study and Analyses.
- Initial Alternatives with Probable Costs and Conceptual Schedules – 3 weeks from Completion of Noise Study.
- Selection of Preferred Alternative – 4 Weeks from Completion of Noise Study Notice to Proceed.
- Final Concept Study Report (Task 3) – 10 weeks from Notice to Proceed.

PCCA will return comments on draft submittals within one week, any delay in the return of comments will be reflected in a commensurate extension of related schedule milestone dates and the final completion date. The ENGINEER will provide a project schedule reflecting the major milestones and other project durations within one week of Notice to Proceed.

Compensation:

In accordance with Article 4 of Master Agreement No. 13-02 and negotiations between the parties, ENGINEER will be compensated pursuant to this Service Order as follows:

Original Service Order No. 7 Amount		$ 187,177
Additional Services	*(Amendment #1)*	$ 84,292
Total Services for Service Order No. 7 and Amendment #1 (Not to Exceed)		**$ 271,469**

All provisions of PCCA Master Agreement No. 13-02 and original Service Order No. 7 are in full force and effect.

Effective on the date executed by the last party to this Amendment.

By: **Port of Corpus Christi Authority of Nueces County, Texas**

Name: David L. Krams, P.E.

Title: Director of Engineering Services

Date of Execution: _____

"PCCA"

Consultant Name

By: Freese & Nichols, Inc.

Name: Ron Guzman, P.E.

Title: Vice President

Date of Execution: 1.10.17

"ENGINEER"

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Second Amendment to Service Order No. 9 in the Amount of $250,000 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for Engineering Services Associated with the New Oil Dock 15 Project.

SUMMARY: Staff requests approval to execute a second amendment to Service Order No. 9 with CH2M Hill Engineers Inc. (CH2M), at a cost not to exceed $250,000, under an existing Professional Services Master Agreement, for additional engineering services associated with incorporating NuStar Logistics, L.P.'s requested revisions to the design and construction of Oil Dock 15.

BACKGROUND: In May 2016, the Commission approved a lease agreement with Martin Operation Partnership, LP for land on the north side of the Corpus Christi Turning Basin. As part of the agreement, the PCCA and Martin agreed to coordinate the design and construction of new Oil Dock 15, which met, among other criteria, Martin's liquid bulk handling operations. Designs were completed, a construction contract for Oil Dock 15 was awarded in September 2016, and construction is underway. In December 2016, NuStar Logistics, L.P. (NuStar) purchased Martin's terminalling assets in the Corpus Christi Ship Channel Inner Harbor area, and the Port Commission approved the assignment of Martin's lease associated with Oil Dock 15 to NuStar.

In conjunction with the purchase, NuStar reviewed the design of Oil Dock 15 and has identified changes to the construction project components/systems that will provide a dock facility that is consistent with their operational and maintenance model and would support NuStar's future plans for operations at the port. These modifications generally include changes to the dock structure to accommodate larger product piping, relocation or modification of dock and landside equipment, and other modifications that will provide a facility with an operational capacity of transferring liquids at 30,000 barrels per hour (Bbls/hr) which can efficiently be increased to up to 50,000 Bbls/hr in the future. These proposed modifications will require professional engineering services to modify the current design and evaluate potential cost and schedule impacts to the ongoing construction project. Construction modifications will be implemented through change orders to the current construction contract.

PCCA staff engineers are meeting regularly with NuStar and the PCCA's primary dock design consultant, CH2M Hill Engineers, Inc., and CH2M's mechanical/electrical sub-consultant to better ensure efficient scope definition and performance of Nustar's requested design changes. To this end, staff has negotiated the attached second amendment to CH2M's existing Service Order No.

9, under Professional Services Master Services Agreement 13-05, to provide engineering services to evaluate and proceed with the implementation of the NuStar requested design initiatives. The amount of the amendment is $250,000 and includes various design considerations and tasks, some of which may not necessarily be implemented at this time should the cost or impacts to the construction schedule and contract not be acceptable to NuStar and the PCCA.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Oil Dock 15 construction is included in the 2017 Capital Budget. The project is consistent with a goal in the PCCA 2025 Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

EMERGENCY: Although this is not an emergency action, assessment and implementation of design changes that may impact current construction and commissioning of Oil Dock 15 is a time critical activity.

FINANCIAL IMPACT: Additional design and construction costs associated with the NuStar request will be included in the overall project cost of the dock in accordance with the current Lease Agreement, which has been assigned to NuStar.

STAFF RECOMMENDATION: Staff recommends approval of a second amendment to existing Service Order No. 9 with CH2M Hill Engineers Inc., under Professional Services Master Agreement 13-05, for additional engineering services associated with incorporating NuStar Logistics, L.P.'s requested revisions to the design and construction of Oil Dock 15 at a cost not to exceed $250,000. Additional Commission action(s) may be necessary in the future for further engineering and adjustments in the cost of construction of Oil Dock 15.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
	Natasha Fudge
Legal	Modifying scope and fee to standard Service Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Contract Amendment No. 2 to Service Order 9

PORT CORPUS CHRISTI

January 17, 2017

Sidney A. Faas
CH2M Hill Engineers, Inc.
555 N. Carancahua, Suite 310
Corpus Christi, TX 78401

Subject: Contract Amendment No. 2 to Service Order 9 under Master Agreement No. 13-05 with CH2M Hill Engineers, Inc. for New Public Oil Dock 15(16-033A)

Dear Mr. Faas:

PCCA has received the request submitted by CH2M Hill Engineers, Inc., for increased compensation related to the engineering design services and construction services for the New Public Oil Dock 15 project. After review of the referenced request, PCCA agrees that additional compensation is warranted based on the additional design elements included in the project and the construction schedule for the project.

On January 19, 2016 the Port Commission approved Service Order No. 8 with CH2M Hill Engineers, Inc. under Professional Services Master Agreement No. 13-05, for preliminary engineering and coordination services for the New Public Oil Dock 15 project at a cost not to exceed $150,000. Subsequent to this, on February 16, 2016, Port Commission approved Service Order No. 9 with CH2M Hill Engineers, Inc. under above referenced Professional Services Master Agreement No. 13-05 for engineering services for the New Public Oil Dock 15 project for a not to exceed amount of $779,500. The Port Commission also approved a five percent contingency ($38,975) to cover minor changes in the scope of work during the design phase of the project, and an allowance of $300,000 for engineering services during construction. On October 1, 2016 the Port Commission approved an Amendment to Service Order No. 9 for engineering services associated with design of Oil Dock 15 at a cost not to exceed $399,225.

This Contract Amendment No. 2 to Service Order No. 9 is provided in accordance with paragraph "Amendments to Service Order".

The scope of work for Contract Amendment No. 2 to Service Order No. 9 includes additional engineering services as directed to evaluate, assess, design and prepare construction drawings for changes to the construction project components/systems that will provide a dock facility that is consistent with Nustar's operational and maintenance model and would support NuStar's future plans for operations at the Port. These modifications generally include assessment to upsize marine loading arm systems and corresponding changes to dock structure and piping adjustments, upsize dock crude lines and vapor return systems to accommodate 50,000 barrel per hour future capacity, update location of dock safety unit equipment to accommodate NuStar's maintenance operations, incorporation of NuStar-provided new dock house in lieu of reusing existing dock house from Cargo Dock 10, and adjustments to various piping and mechanical system components, and other related tasks to support these initiatives, and to assist with other design efforts that may be required going forward to accommodate NuStar's current and future operations. The Port will provide direction to accomplish specific project tasks on a time and material basis in writing to support these initiates.

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

By way of this Contract Amendment No. 2, Service Order No. 9, "Compensation" is revised as shown included below. All other provisions of the Agreement are in full force and effect.

Compensation:

In accordance with Article 4 of Master Agreement No. 13-05 and negotiations between the parties, ENGINEER will be compensated on a time and materials, not-to-exceed basis in accordance with Section 4 C 4.01of the Master Agreement, pursuant to this amended Service Order No. 9 as follows:

	Service Order No. 9	Contract Amendment No 1	Contract Amendment No 2	Total Amended Service Order No. 9
Report and Study Phase	-	-	-	$0.00
Preliminary Design Phase	$325,825.00	$119,767.50	-	$445,592.50
Final Design Phase	$443,675.00	$279,457.50	-	$723,132.50
Bid Phase	$10,000.00	-	-	$10,000.00
Subtotal	$779,500.00	$399,225.00	$0.00	$1,178,725.00
Construction Phase (allowance)	$300,000.00			$300,000.00
Design Changes during Construction			$250,000.00	$250,000.00
Total	$1,079,500.00	$399,225.00	$250,000.00	$1,728,725.00
Contingency	$38,975.00			$38,975.00
Total with Contingency	**$1,118,475.00**	**$399,225.00**	**$250,000.00**	**$1,767,700.00**

Project Cost Summary

A summary of Costs for Project 16-033A follows:

Service Order 8	$ 150,000
Service Order 9	$ 1,188,475
Contract Amendment No. 1	$ 399,225
Contract Amendment No. 2	$ 250,000
Total Project 16-033A	**$ 1,767,700**

Effective on the date executed by the last party to this Contract Amendment.

AUTHORITY:	**CONSULTANT:**
Port of Corpus Christi Authority	CH2M Hill Engineers, Inc.
By: _____	By: _____
Name: _____	Name: Sidney A. Faas, P.E.
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: _____

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Lease Extension Agreement with the City of Port Aransas to Extend the Term of the Charlie's Pasture Fishing Pier Lease for One Year

SUMMARY: The City of Port Aransas has requested a one year extension to the Lease Agreement. On August 24, 2016, the City of Port Aransas received a Shoreline Analysis and Improvements Technical Report, recommending alternate locations and improvements to help mitigate the periodic damage caused to the pier by tidal movements and wave action. A one-year lease extension will provide the city council time to secure funding for the replacement of the existing fishing pier and any necessary improvements to the Leased Premises.

BACKGROUND: The City of Port Aransas owns and operates a public fishing pier known as Charlie's Pasture Pier and a parking area located on a 4.33 acre parcel of submerged and upland property along the Corpus Christi Ship Channel near the Port Aransas Ferry Landing. The City has leased this parcel of land from PCCA since 1980 with the most recent Lease Agreement being executed on the 10th day of June, 2014 for a term of a little more than two years. It was contemplated at that time, that the City of Port Aransas would design and acquire funding to construct a new concrete pier on the Leased Premises. The funding has not been obtained and the City continues to occupy the Leased Premises under the holdover provisions contained in the 2014 agreement.

ALTERNATIVES: Terminate the Lease and require removal of the pier.

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: The City of Port Aransas will continue to pay $1,200 annual rent.

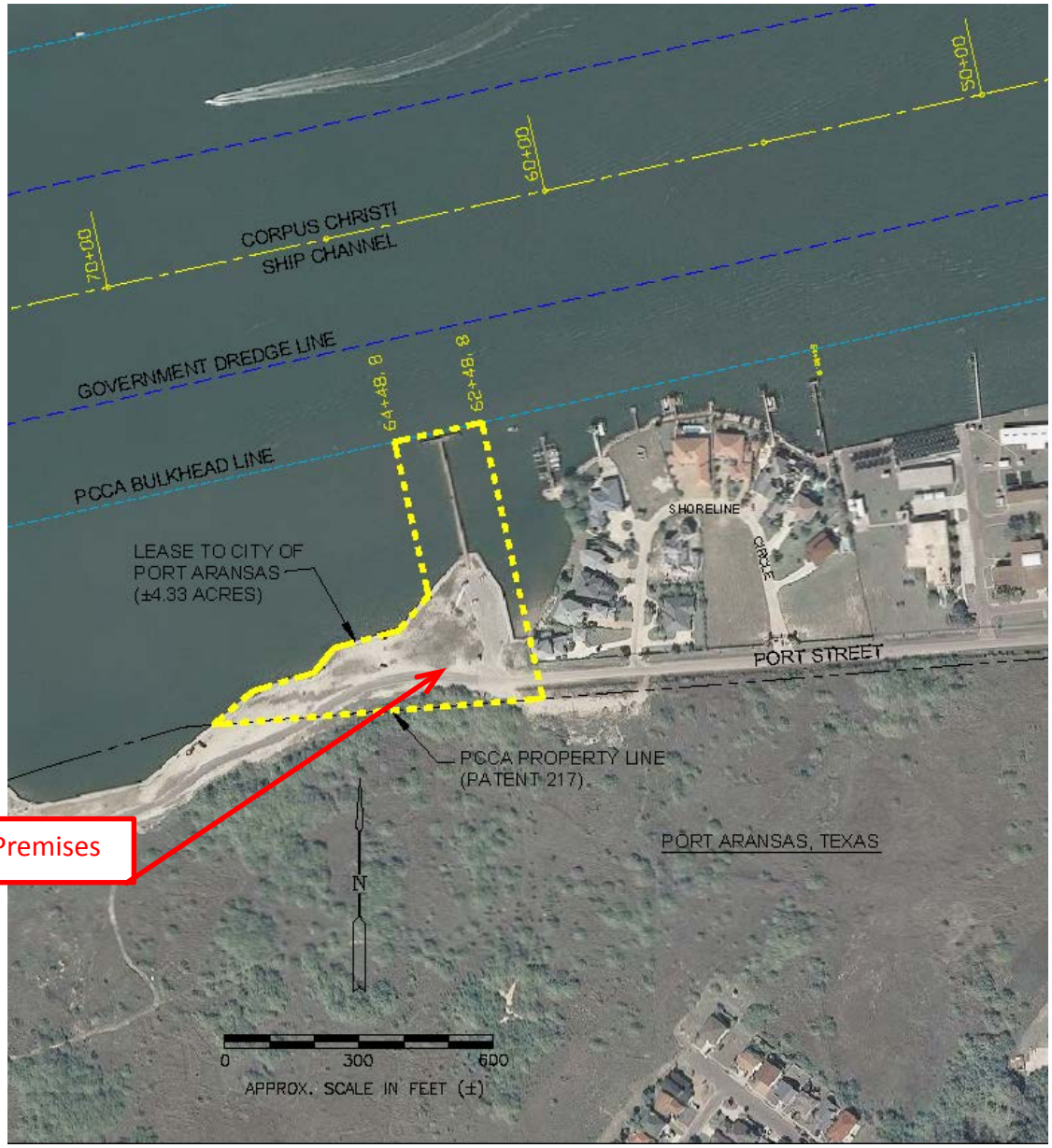
STAFF RECOMMENDATION: Staff recommends approval of the Lease Extension to provide the City of Port Aransas time to secure funding for the pier replacement as agreed to in the current terms of the Lease Agreement.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:
Map Showing Leased Premises
Lease Extension Agreement

Approve a Lease Extension Agreement with the City of Port Aransas to Extend the Term of the Charlie's Pasture Fishing Pier Lease for One Year



4.33-Acre Lease Premises

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement ("Extension Agreement") is made and entered into between the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and the City of Port Aransas, Texas ("City"), this 17th day of January, 2017, but effective for all purposes as of July 1, 2016 ("Extension Date"). The Port Authority and City are sometimes collectively referred to in this Extension Agreement as the "Parties".

WHEREAS, the City owns, operates and maintains the Charlie's Pasture Fishing Pier ("Fishing Pier") and associated parking lot ("Existing Parking Lot") on the Corpus Christi Ship Channel in Port Aransas, Texas; and

WHEREAS, the Fishing Pier and Existing Parking Lot are located on a 4.33-acre tract of submerged land and fast land in Nueces County, Texas ("Leased Premises"), which the City leases from the Port Authority under a lease agreement between the Parties made effective as of June 10, 2014 ("Lease"); and

WHEREAS, the Leased Premises is described and depicted in Exhibit A attached to the Lease; and

WHEREAS, the Lease Agreement provides that during the term of the Lease Agreement the City intends to design and acquire funding to construct a new concrete pier on the Leased Premises (the "New Pier"); and

WHEREAS, the City commissioned and has received a report on alternative locations and alternative building materials for the New Pier, but has not yet made a final determination on the best location for the New Pier and has not yet secured financing for the New Pier; and

WHEREAS, the term of the Existing Lease expired on June 30, 2016; and

WHEREAS, the City has been a holdover tenant under the Existing Lease since July 1, 2016; and

WHEREAS, the City has requested a formal extension of the Lease until June 30, 2017, to give the City additional time to select the best location for the New Pier and to design and acquire funding to construct the New Pier; and

WHEREAS, the Port Authority is willing to extend the term of the Lease as requested to give the City additional time to select the best location for the New Pier and to design and acquire funding to construct a New Pier;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties, and in further consideration of the mutual covenants and obligations contained herein, the Port Authority and City do hereby agree as follows:

1. The Lease is hereby reinstated in its entirety as if the Lease has never expired.

2. The term of the Lease is hereby extended to 11:59 p.m., Central Time, on June 30, 2017.

3. The City represents and warrants to the Port Authority that is has continued to own, operate and maintain the Existing Pier and Existing Parking Lot since June 30, 2016, as required under the Leases as if the Lease had not expired.

3. The City acknowledges and agrees that it will continue to own, operate and maintain the Existing Pier and Existing Parking Lot as required under the Leases during the remaining term of the Lease as extended by this Extension Agreement.

4. This Extension Agreement shall be binding on the successors and assigns of the Parties.

5. All terms and conditions of the Lease shall remain in full force and effect during the remaining term of the Lease as extended by this Extension Agreement.

6. In the event of any conflict between the terms and conditions of this Extension Agreement and the terms and conditions of the Lease, the terms and conditions of this Extension Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by their duly authorized officers effective for all purposes as of the Extension Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CITY OF PORT ARANSAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, by John P. LaRue, as Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, as _____ of the City of Port Aransas, Texas, on behalf of said City.

_____
NOTARY PUBLIC, STATE OF TEXAS

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of
January 17, 2017

DATE: January 17, 2017

TO: Port Commission

FROM: Danielle Hale
dhale@pocca.com
(361) 885-6612

Resolution Supporting the Implementation of the National Incident Management System (NIMS)

The Port of Corpus Christi Authority (PCCA) adopted the National Incident Management System (NIMS) on September 13, 2005, as mandated by Homeland Security Presidential Directive (HSPD) 5, to maintain eligibility for certain federal grants. Since the initial adoption, the Port Security Department has completed required training and has incorporated NIMS requirements as appropriate. As staff continues to review our approach to the effective management of situations involving natural disasters, man-made disasters or terrorist attacks, additional measures have been identified that are necessary to ensure full compliance with the intent of the directive including training additional personnel, updating plans and conducting exercises in accordance with NIMS.

Staff has developed a NIMS Policy and Procedure to ensure that NIMS is accurately and effectively implemented. This document provides an overview of the efforts necessary to address and fully implement the NIMS. This policy and procedure serves as PCCA's NIMS Implementation Plan, and will ensure that all personnel will receive adequate training and that the fundamentals of NIMS are incorporated into the response operations of PCCA.

NIMS provides a consistent nationwide framework and approach to enable government at all levels, the private sector, and nongovernmental organizations to work together to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents regardless of the incident's cause, size, location, or complexity. It is our hope that the adoption of this resolution will encourage additional private sector partners to adopt and institutionalize NIMS.

ALTERNATIVES: Adoption is not required to maintain eligibility.

CONFORMITY TO PORT POLICY: Yes.

EMERGENCY: No.

FINANCIAL IMPACT: There is no fiscal impact at this time. All required training is provided free online or through partnership with the Texas Division of Emergency Management and Texas A&M Forest Service.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution supporting the implementation of the National Incident Management System.

DEPARTMENTAL CLEARANCES:

Originating Department	Emergency Management
Reviewed & Approved	Tom Mylett
Legal	Dane Bruun
Senior Staff	Sean Strawbridge, Dep. Executive Director/COO
Security Committee	Chair-Commissioner Valls Jr., Commissioner Bowers Commissioner Hoskins

LIST OF SUPPORTING DOCUMENTS:

NIMS Resolution

RESOLUTION SUPPORTING THE CONTINUED IMPLEMENTATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

WHEREAS, the President of the United States issued Homeland Security Presidential Directive 5 (HSPD-5) which directed the Department of Homeland Security, in cooperation with representatives of federal, state, and local government, to develop a National Incident Management System (NIMS) to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorist attacks; and

WHEREAS, NIMS provides a consistent nationwide framework and approach to enable government at all levels, the private sector, and nongovernmental organizations to work together to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents regardless of the incident's cause, size, location, or complexity; and

WHEREAS, HSPD-5 requires that state and local governments adopt the NIMS as a pre-condition to the receipt of federal grants, contract and activities related to the management and preparedness for certain disaster and hazard situations; and

WHEREAS, the Governor of the State of Texas declared NIMS as the standard for incident management in Texas; and

WHEREAS, the surrounding counties and cities, including Nueces County have adopted and implemented NIMS; and

WHEREAS, the Port of Corpus Christi Authority adopted the NIMS on September 13, 2005, and desires to ensure a coordinated incident response and to maintain compliance with applicable local, state and federal requirements;

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

Section 1. The Port Commission hereby supports the full institutionalization of the National Incident Management System throughout all applicable organizational processes and encourages continued implementation from our private sector partners.

Section 2. This Resolution is hereby adopted by the Port Commission on January 17, 2017.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Professional Engineering Services Contract in the Amount of $26,840 with Professional Services Industries, Inc. for Construction Testing Associated with the Nueces River Rail Yard – Phase II Project.

SUMMARY: Staff requests approval of a Professional Engineering Services Contract with Professional Services Industries, Inc. in the amount of $26,840 for construction and material testing services to complete the Nueces River Rail Yard – Phase II project per the TxDOT Quality Control program.

BACKGROUND: In July 2015, the PCCA issued the notice to proceed for W.T. Byler to construct the Nueces River Rail Yard – Phase II project, with an original completion date of March 29, 2017. An initial $80,000 Professional Services Contract with Professional Service Industries Inc. (PSI) was approved at the August 18, 2015 Commission meeting as a projection for the costs associated to perform construction and materials testing for the project. During the past eighteen months, the project team has managed the NRRY project per TxDOT's Quality Assurance Program requirements, and all TxDOT audits of the project to date have passed with no issues noted.

Now, with approximately four months remaining to complete the project (required completion date of April 22, 2017), all the funds under PSI's existing contract have been expended. To retain continuity on this project, a new contract with PSI is needed. The majority of the funds will be used for testing of asphalt for paving the 2.8 mile service road and testing the remaining cast-in-place concrete on the last of the drainage structures to be constructed. Together with this new contract, the total amount of construction testing services to be provided by PSI for this project will total $106,840.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

EMERGENCY: No.

FINANCIAL IMPACT: Cost to perform construction testing services were included in the budget for this project. Not funding or performing the required construction testing would jeopardize the TxDOT grant funding of this project.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Engineering Services Contract with Professional Service Industries, Inc. in the amount of $26,840 to provide construction and material testing on a time and materials basis for the Nueces River Rail Yard – Phase II project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelsen
	Sonya Lopez-Sosa
Legal	Jimmy Welder
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Professional Engineering Services Contract

PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: NUECES RIVER RAIL YARD PHASE II
PROJECT NUMBER: 13-043A

THIS CONTRACT (the "Contract") is made and entered into effective as of the _____ day of January, 2017 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Professional Service Industries, Inc. (PSI) ("Engineer"), each a "Party" and collectively as "Parties".

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

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

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before June 1, 2017 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

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

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

David L. Michaelsen, P.E.
222 Power Street
Corpus Christi, Texas 78401

Office: 361.885.6164
E-mail: dave@pocca.com

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

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

If to the Authority: John P. LaRue
Executive Director
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: john@pocca.com

If to the Engineer: Felix Ovalle
Project Manager
810 South Padre Island Drive
Corpus Christi, Texas 78416
E-mail: felix.ovalle@psiusa.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use,

promotional materials containing reference to or images related to the work produced under this Contract.

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Twenty Six Thousand Eight Hundred Forty Dollars ($26,840.00). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

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

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

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

extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

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

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

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

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

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

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

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

otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

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

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

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

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

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

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

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

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

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

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

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

otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

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

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

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

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

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

"Authority"

PROFESSIONAL SERVICE INDUSTRIES, INC.

By: _____
Name: Darren Lantz
Title: Vice President
Date: 01/05/2017

"Engineer"

EXHIBIT A

SERVICES

The Engineer will perform the following services in support of the PCCA Nueces River Rail Yard Phase II Project and in accordance with the terms and conditions set forth in this Contract. Services include, but are not necessarily limited to the following:

- Engineer's personnel will be familiar with design drawings and technical specifications for the project and applicable testing, sampling, and reporting requirements. Testing and observation services will be performed as stated in the contract, specifications and drawings.

- Engineer will provide field and on-site material testing and observation services. Testing will be conducted in accordance with TXDOT Quality Assurance Program as outlined in Special Conditions 1.15 of the Nueces River Rail Yard Phase II contract and Special Conditions, Exhibit K.

- Testing services and schedule will be coordinated with PCCA.

- PCCA will provide the Engineer a minimum 24 hour notice to allow scheduling of personnel and equipment.

- Engineer will provide materials, equipment and labor necessary to conduct on-site observation and testing.

- Engineer will collect, prepare, and transport samples and concrete cylinders to the testing company's facilities for laboratory testing as needed.

- Test results will be documented and provided to PCCA in an email and/or other online reporting means. When a PCCA representative is on site during testing, the Engineer's personnel may provide a verbal report of test results to PCCA representative in addition to providing written documentation of the test results.

- Soil and asphalt field density tests results that do not meet the minimum requirements of the project contract documents will be reported immediately to contractor's supervisor or manager. Test results will be recorded as "Failing." Soil and asphalt materials that receive additional compactive effort, are reworked or replaced will be re-tested and the test result recorded as a retest, until a test result meeting the minimum specified requirements is recorded. In the event that the construction contractor covers materials or does not re-compact, re-work or replace materials were test results did not meet minimum specified requirements, the Engineer's personnel will document such and inform the PCCA Project Manager verbally, by phone, or by e-mail as soon as possible. Reporting will occur in no more than 24 hours from the time of observation.

- Laboratory test results that do not meet the minimum requirement of the project's contract documents will be reported to PCCA and contractor no more than 24 hours after results are known. Non-conforming test results may initially be reported verbally or by e-mail in addition to the required written documentation of test results.

- Final test result reports will be reviewed and sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

- PCCA may, at their discretion, request additional testing services that are listed on the fee schedule in Exhibit B.

- Fees listed on Exhibit B will be in effect throughout the duration of the contract.

EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a time and materials basis; provided, however, that the total fee for services rendered under this Agreement will not to exceed $26,840.00, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

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

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

EXHIBIT B
FEE SCHEDULE

psi Information To Build On
Engineering • Consulting • Testing

Construction Services – Corpus Christi, TX

SCHEDULE OF SERVICES AND FEES

Effective January 1st, 2016

SOILS

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

Moisture/Density Relationship of Soil (Proctor Test):		
a. ASTM D-698 (Standard)	Each	$ 150.00
b. ASTM D-1557 (Modified)	Each	$ 175.00
Atterberg Limits Determination (PI)	Each	$ 65.00
Sieve Analysis including Percent Passing No. 200 Sieve	Each	$ 50.00
Laboratory Lime Series	Each	$ 325.00
Sample Preparation for Laboratory Samples	Each	$ 50.00

CONCRETE and AGGREGATES

Laboratory testing of concrete, grout, mortar and aggregates in accordance with ASTM procedures and project specifications.

Concrete Cylinders (Cured and/or Tested in Compression, 4x8)	Each	$ 15.00
Concrete Cylinders (Cured and/or Tested in Compression, 6x12)	Each	$ 19.00
Concrete Cylinders (Cured and/or Tested in Compression, Client Made)	Each	$ 35.00
Concrete Beams (Cured and/or Tested in Flexure)	Each	$ 35.00
Concrete Cores (Trim, Cap and Compressive Strength)	Each	$ 50.00
Laboratory Thickness Determination of Concrete Cores	Each	$ 15.00
Sieve Analysis of Coarse Aggregates	Each	$ 85.00
Sieve Analysis of Fine Aggregates	Each	$ 75.00
L.A. Abrasion	Each	$ 189.00
CBR	Each	$ 350.00
Wet Ball Mill	Each	$ 300.00
Triaxial Test	Each	$ 650.00

ASPHALT

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Extraction and Gradation	Each	$ 180.00
Density and Thickness of Field Cores	Each	$ 75.00
Maximum Theoretical Specific Gravity (Rice Method)	Each	$ 90.00

MASONRY

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Grout Prisms (Cured and/or Tested in Compression)	Each	$ 20.00
Mortar Cubes (Cured and/or Tested in Compression)	Each	$ 15.00

FIELD TESTING AND OBSERVATION SERVICES

Engineering Technician (To perform field testing of concrete, slump, air content, temperature, unit weight, cast concrete cylinders, concrete coring, masonry testing)	Per Hour	$ 40.00
Senior Level Engineering Technician (To perform field density testing, observation of drilled piers and foundations, post-tension stressing, floor flatness, and proof rolling observation)	Per Hour	$ 46.00
Reinforcing Steel Technician (To perform reinforcing steel observations, pre-pour inspections)	Per Hour	$ 46.00
Structural Steel Technician (To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation)	Per Hour	$ 80.00
Sample/Cylinder Pickup (Technician, Trip, and Report Review)	Each	$ 150.00
Professional Engineer (Site visits, consultation, special reports)	Per Hour	$ 130.00

MANAGEMENT/TECHNICAL SERVICES

Management services for contract administration, scheduling/supervision of personnel and report review	Per Hour	$ 30.00
Final Special Inspections Letter	Per Report	$ 450.00
Project Setup Fee	Each	$ 80.00

EQUIPMENT

Nuclear Density Gauge	Per Trip	$ 65.00
Daily Equipment Charge	Per Trip	$ 65.00
Field gradations	Each	$ 65.00
Floor vapor emission test kits	Per Kit	$ 40.00
Coring Machine and Generator	Per Day	$ 250.00
Core hole patching	Per Hole	$ 10.00
Floor Flatness	Lump Sum	$ 720.00
Vehicle Charge Minimum	Per Trip	$ 50.00

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$500,000 per Occurrence $500,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

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

D.	Business Automobile Liability	$1,000,000 per Occurrence

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

E.	Professional Liability	$2,000,000

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

F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

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

Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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

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

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

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

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2016

TO: Port Commission

FROM: Jarl Pedersen
jarl@pocca.com
361-885-6698

Approve changes to Tariff 100-A within Item 100 "Definitions" and Item 615 "Liability for Damage to Port Authority Property"

SUMMARY: Staff requests changes to Tariff 100-A within Item 100 "Definitions" and Item 615 "Liability for Damage to Port Authority Property."

The requested change to Item 100 revises the definition of "User" to include "Waterways." The purpose of the change is to clarify the scope of Tariff Item 100-A. The revision clarifies that Tariff 100-A applies to all individuals or entities using the Port's Waterways as well as all individuals using Terminal Facilities.

The revised Item 615 incorporates a 20% override (administrative fee) to be added to invoices to Users causing damage to Port property. The revised Item also states the procedure when invoices are not paid within 30 days (i.e. collection expenses, attorney's fees, and costs of arresting vessel). The purpose of the changes to Item 615 is to ensure the Port is made whole in the event of damage to Port property.

BACKGROUND: N/A

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached changes to Tariff 100-A within Item 100 "Definitions" and Item 615 "Liability for Damage to Port Authority Property" with a retroactive effective date of 1-17-17.

DEPARTMENTAL CLEARANCES:

Originating Department:	Office of the Chief Commercial Officer
Reviewed & Approved by:	Jarl Pedersen
Legal	Dane Bruun
Finance	Dennis DeVries
Risk Management	Donna James-Spruce
Executive Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Tariff Item 100 definition of “User”
Tariff Item 615 “Liability for Damage to Port Authority Property”

ITEM 615 (C) Eff. 1-1-2017
LIABILITY FOR DAMAGE TO PORT AUTHORITY PROPERTY

When damage is caused to any of the property or any of the facilities of the Port Authority, the Users causing such damage (including, without limitation, said Users' agents, servants, representatives, and employees as defined in Item 100) shall be held jointly and severally responsible for the cost of repairs, and they shall be billed thereto, and all shall be jointly and severally responsible for payment thereof. One or more invoices may be rendered to Users as costs are incurred, and said costs may include invoices from third parties as well as direct costs (including, without limitation, labor) of the Port Authority. All invoices shall include an override of 20% for Port Authority overhead. All invoices shall be paid within 30 days. When the damage is caused by a Vessel, the Port Authority shall be able to detain the Vessel until it has received a satisfactory guarantee for either the amount of the damage or for a reasonable estimate thereof.

In the event any of the invoices referred to above are not paid within 30 days, then the User (including, without limitation, Vessel owner or operator or any agent thereof), shall be liable for all legal costs and expenses of collection, including reasonable attorneys' fees, and including the costs of arresting and proceeding in rem against a Vessel.

~~Users causing damage to or destruction of Port Authority property shall be liable to the Port Authority for all costs, including attorney's fees, of repair or replacement of all property damaged or destroyed.~~

If damage is caused to any Terminal Facility or other property of the Port Authority, the User to whom such Terminal Facility or other property has been assigned must make a written report of the occurrence to the Authority's Executive Director, including the date and time the damage occurred, a description thereof, the names, addresses and business connections of such User, and the parties, or persons causing such damage, as well as the names, addresses, and business connections of witnesses to the occurrence, and all other available pertinent facts and information with respect thereto. Such report shall be made within 48-hours following the occurrence that causes the damage; however, a verbal report shall be made immediately to the Harbormaster.

USER — Any person or entity using Terminal Facilities or Waterways, or to whom or for whom any service, work or labor is furnished, performed, done or made available by the Port Authority, or any person or entity owning or having custody of cargo moving over such facilities or waterways. **(C) Eff. 1-1-2017**

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PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for Electrical Service to the Flat Iron/Dragados, LLC 1.46-Acre Lease Premises on the North Side of the Inner Harbor to Serve the North Side Construction Crane for the Construction of the New Harbor Bridge

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested a temporary easement and right of way agreement to provide electrical service to the Flat Iron/Dragados, LLC 1.46-Acre Lease Premises on the north side of the Inner Harbor for the operation of the construction crane for the construction of the new Harbor Bridge. The term of the temporary easement agreement will run concurrently with the term of the Flat Iron/Dragados, LLC Lease Agreement. AEP will remove its electrical facilities at the expiration of the temporary easement.

BACKGROUND: On August 16, 2016 the Port Commission approved a temporary construction lease area with Flat Iron/Dragados, LLC on the north side of the Inner Harbor (1.46 Acres) and the south side of the Inner Harbor (1.30 Acres) to facilitate construction of the new Harbor Bridge. The lease agreement was granted with a four-year primary term and two, one-year options. On September 15, 2015, the Port Commission approved a Construction Access Agreement between the Texas Department of Transportation (TxDOT) and the PCCA. The Agreement outlines the coordination and cooperation between the PCCA and TxDOT, and TxDOT's developer (Flat Iron/Dragados, LLC), in connection with the design, development, construction, operation, and maintenance of the project. AEP's easement request is in alignment with the terms and conditions of the Construction Access Agreement.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: None – Fees are not assessed for AEP electrical service easements granted for PCCA tenants.

STAFF RECOMMENDATION: Staff recommends approval of the Temporary Easement and Right of Way Agreement with AEP Texas, Inc.

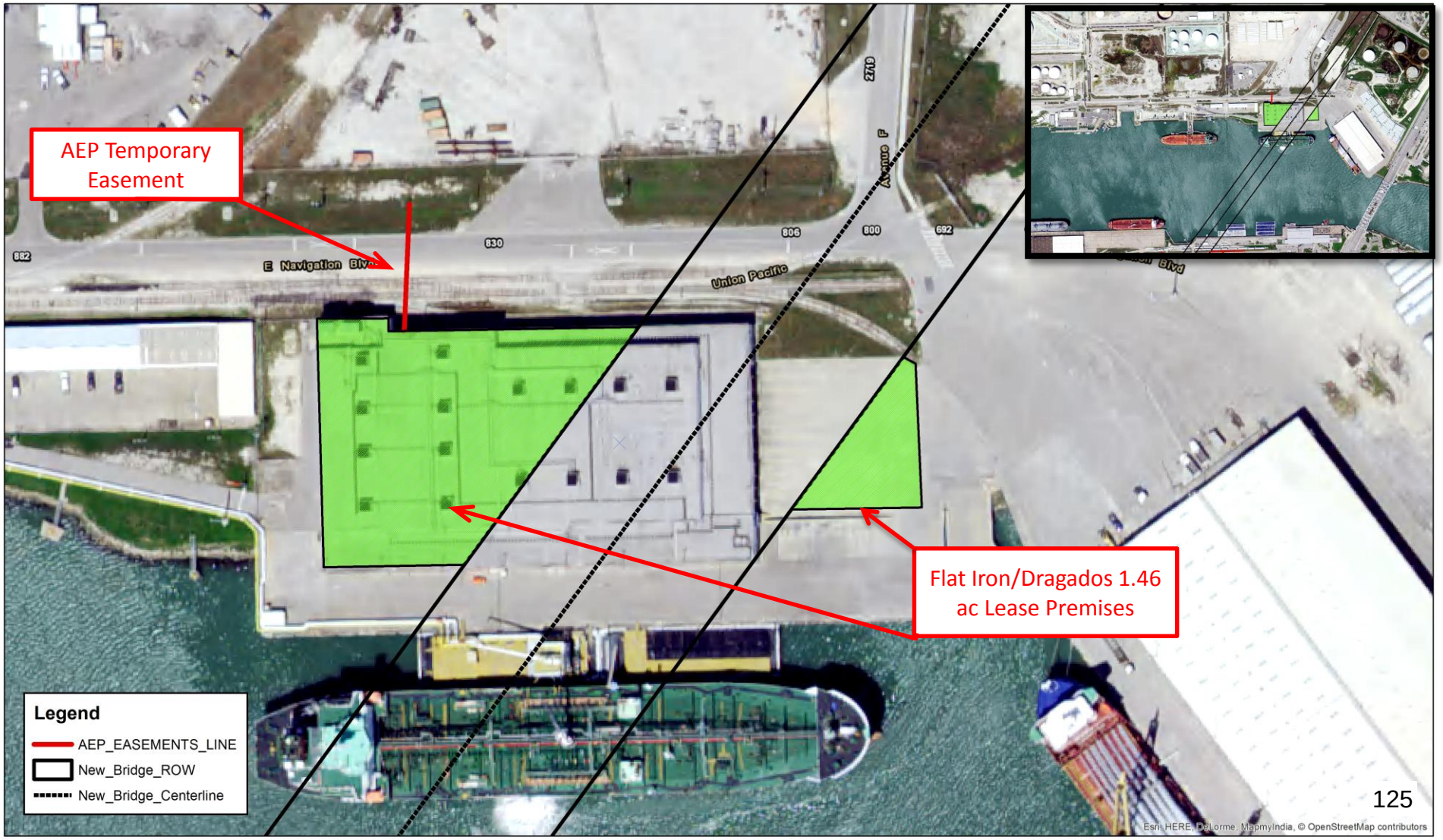
DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for Electrical Service to the Flat Iron/Dragados, LLC 1.46 ac Lease Premises



State Plane NAD 1983
South Zone FIPS 4205
Not To Scale

Generated by
Port of Corpus Christi
Real Estate Department

Temporary AEP Easement
For Electrial Service to Flat Iron/Dragados 1.46 ac Lease

Map Disclaimer:
This product is for informational purposes and has not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

N

PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee: AEP Texas Inc.
P.O. Box 2121
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing

Use: For the operation of the construction crane for the construction of the new Harbor Bridge.

Term: The term of the temporary easement agreement will run concurrently with the term of the Flat Iron/Dragados, LLC lease agreement. Beginning the 17th day of January 2017 and terminating at midnight, Central Time on the 16th day of August 2020, unless sooner terminated.

Options: Two (2) – One (1) extension periods

Start Date: January 17, 2017

Fee: For and in consideration of Ten&00/100 Dollars ($10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: Temporary Easement and right of way agreement are to provide electrical service to the Flat Iron/Dragados, LLC 1.46-Acre Lease Premises on the north side of the Inner Harbor, for the operation of the construction crane for the construction of the new Harbor Bridge.

(CORP) CP 460-OH/UG REV. 05/12
Town: Corpus Christi Description: Temporary easement to provide power for crane
County: Nueces W.R. 64072612 Submitted by: RN-RS Date:01/10/2017

TEMPORARY EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), **and FLATIRON/DRAGADOS LLC, a Delaware limited liability company,** ("Lessee"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.,** a Delaware corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("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 for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

A temporary easement located within a 1.46 acre tract of land as described and shown on the attached Exhibit "A". (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns. Grantor binds itself, assigns, and legal representatives to warrant and defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

To have and to Hold the Temporary Easement for a term (the "Primary Term") beginning the 17th day of January 2017 (the "Effective Date"), and terminating at midnight, Central Time on the 16th day of August 2020, unless sooner terminated. Upon the expiration of the Primary Term this Temporary Easement Agreement shall be extended for a term of one (1) year (the "First Extension Term") upon Authority's receipt, not more than ninety (90) days prior to the expiration of the Primary Term, of Grantee's written notice of its election to extend the term of the Temporary Easement Agreement. The Temporary Easement Agreement may thereafter be extended one time for another one (1) year term (the "Second Extension Term") upon Authority's receipt, not more than ninety (90) days prior to the expiration of the First Extension Term, of Grantee's written notice of its election to extend the term of the Temporary Easement Agreement. The Primary Term, First Extension Term, and the Second Extension Term shall hereafter be collectively referred to as the "Term". Prior to the expiration of the Primary Term, or the First Extension Term or the Second Extension Term if exercised, Grantee shall remove its electric facilities from the Easement Area.

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EXECUTED this ____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

LESSEE:

FLATIRON/DRAGADOS LLC, a Delaware limited liability company

By: _____
Rob Boyce, Deputy Project Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

_____
Notary Public, State of Texas

Commission Expires: _____

SEAL

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by Rob Boyce, Deputy Project Manager of Flatiron/Dragados LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

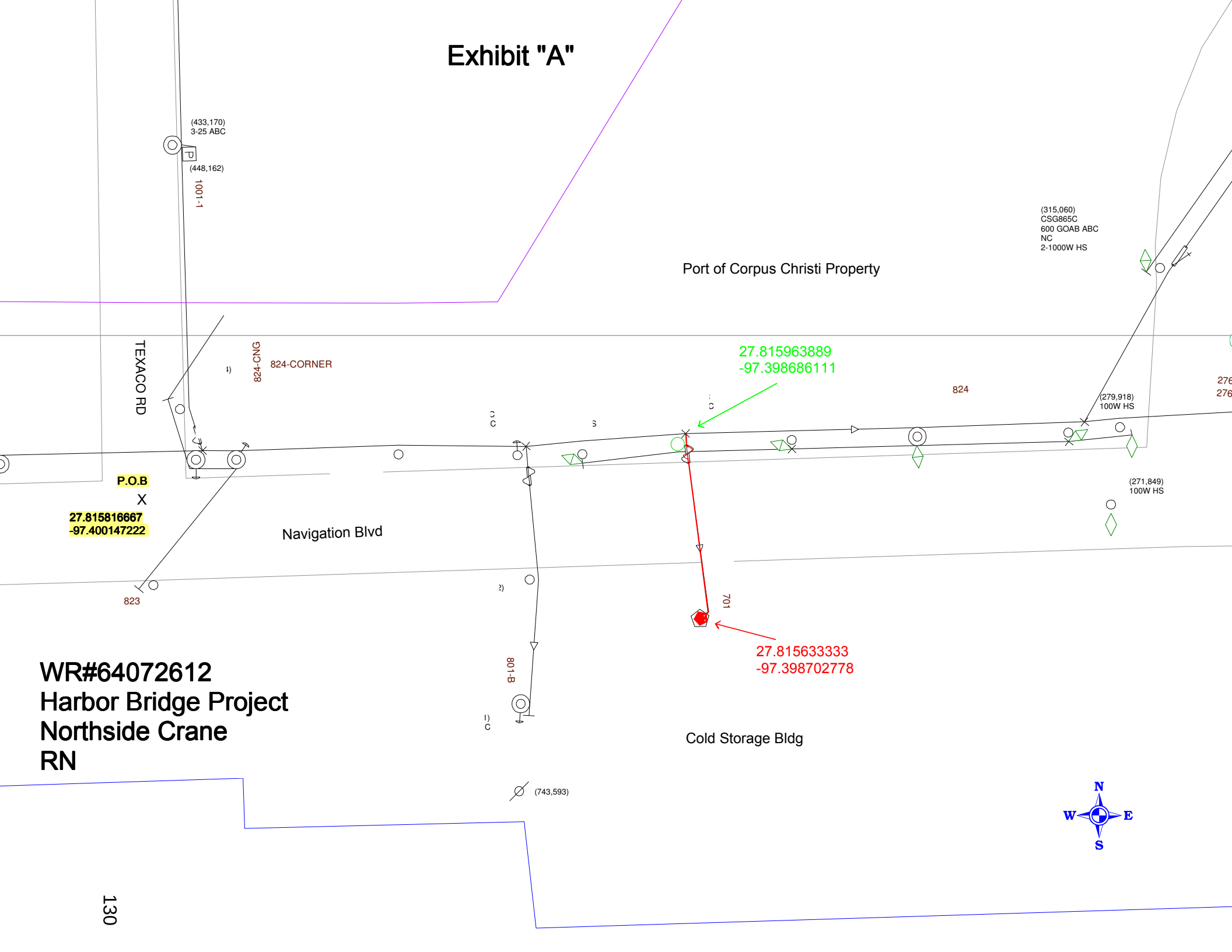
Commission Expires: _____

SEAL

AFTER SIGNATURES, PLEASE RETURN TO:

AEP
% Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

Exhibit "A"



WR#64072612
Harbor Bridge Project
Northside Crane
RN

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for Electrical Service to the Flat Iron/Dragados, LLC 1.30-Acre Lease Premises on the South Side of the Inner Harbor to Serve the South Side Construction Crane for the Construction of the New Harbor Bridge

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested a temporary easement and right of way agreement to provide electrical service to the Flat Iron/Dragados, LLC 1.30-Acre Lease Premises on the south side of the Inner Harbor for the operation of the construction crane for the construction of the new Harbor Bridge. The term of the temporary easement agreement will run concurrently with the term of the Flat Iron/Dragados, LLC lease agreement. AEP will remove its electrical facilities at the expiration of the temporary easement.

BACKGROUND: On August 16, 2016 the Port Commission approved a temporary construction lease area with Flat Iron/Dragados, LLC on the north side of the Inner Harbor (1.46 Acres) and the south side of the Inner Harbor (1.30 Acres) to facilitate construction of the new Harbor Bridge. The lease agreement was granted with a four-year primary term and two, one-year options. On September 15, 2015, the Port Commission approved a Construction Access Agreement between the Texas Department of Transportation (TxDOT) and the PCCA. The Agreement outlines the coordination and cooperation between the PCCA and TxDOT, and TxDOT's developer (Flat Iron/Dragados, LLC), in connection with the design, development, construction, operation, and maintenance of the project. AEP's easement request is in alignment with the terms and conditions of the Construction Access Agreement.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: None – Fees are not assessed for AEP electrical service easements granted for PCCA tenants.

STAFF RECOMMENDATION: Staff recommends approval of the Temporary Easement and Right of Way Agreement with AEP- Texas Central Company.

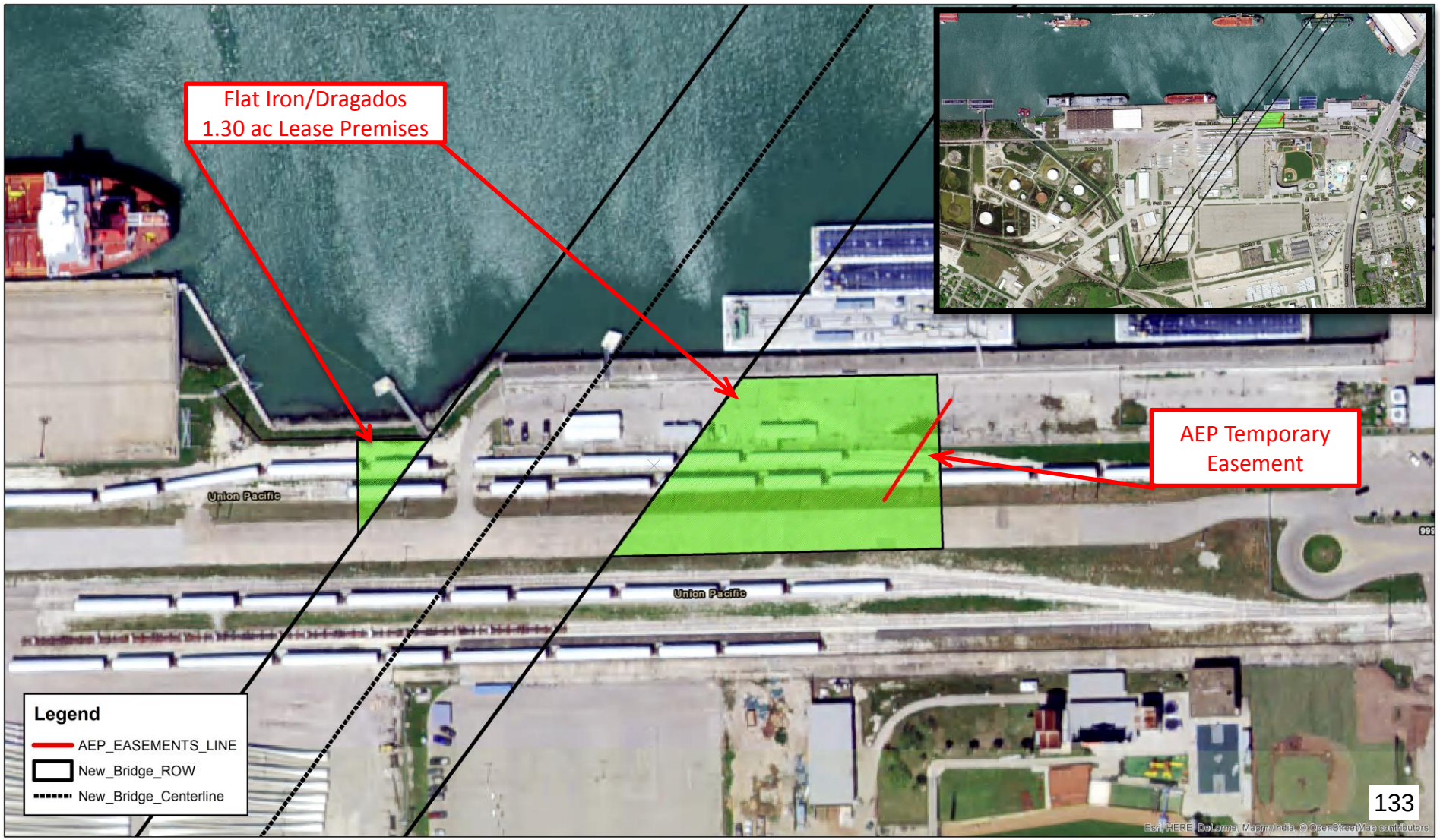
DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

Approve a Temporary Easement and Right of Way Agreement with AEP Texas, Inc. for Electrical Service to the Flat Iron/Dragados, LLC 1.30 ac Lease Premises



State Plane NAD 1983
South Zone FIPS 4205
Not To Scale

Generated by
Port of Corpus Christi
Real Estate Department

Temporary AEP Easement
For Electrial Service to Flat Iron/Dragados 1.30 ac Lease

Map Disclaimer:
This product is for informational purposes and has not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

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PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee: AEP Texas Inc.
P.O. Box 2121
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing

Use: For the operation of the construction crane for the construction of the new Harbor Bridge.

Term: The term of the temporary easement agreement will run concurrently with the term of the Flat Iron/Dragados, LLC lease agreement. Beginning the 17th day of January 2017 and terminating at midnight, Central Time on the 16th day of August 2020, unless sooner terminated.

Options: Two (2) – One (1) extension periods

Start Date: January 17, 2017

Fee: For and in consideration of Ten&00/100 Dollars ($10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: Temporary Easement and right of way agreement are to provide electrical service to the Flat Iron/Dragados, LLC 1.30-Acre Lease Premises on the south side of the Inner Harbor, for the operation of the construction crane for the construction of the new Harbor Bridge.

(CORP) CP 460-OH/UG REV. 05/12
Town: Corpus Christi Description: Temporary easement to provide power for crane
County: Nueces W.R. 64187316 Submitted by: RN-RS Date:01/10/2017

TEMPORARY EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), **and FLATIRON/DRAGADOS LLC, a Delaware limited liability company,** ("Lessee"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.,** a Delaware corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("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 for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

A temporary easement located within a 1.30 acre tract of land as described and shown on the attached Exhibit "A". (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns. Grantor binds itself, assigns, and legal representatives to warrant and defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

To have and to Hold the Temporary Easement for a term (the "Primary Term") beginning the 17th day of January 2017 (the "Effective Date"), and terminating at midnight, Central Time on the 16th day of August 2020, unless sooner terminated. Upon the expiration of the Primary Term this Temporary Easement Agreement shall be extended for a term of one (1) year (the "First Extension Term") upon Authority's receipt, not more than ninety (90) days prior to the expiration of the Primary Term, of Grantee's written notice of its election to extend the term of the Temporary Easement Agreement. The Temporary Easement Agreement may thereafter be extended one time for another one (1) year term (the "Second Extension Term") upon Authority's receipt, not more than ninety (90) days prior to the expiration of the First Extension Term, of Grantee's written notice of its election to extend the term of the Temporary Easement Agreement. The Primary Term, First Extension Term, and the Second Extension Term shall hereafter be collectively referred to as the "Term". Prior to the expiration of the Primary Term, or the First Extension Term or the Second Extension Term if exercised, Grantee shall remove its electric facilities from the Easement Area.

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EXECUTED this ____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

LESSEE:

FLATIRON/DRAGADOS LLC, a Delaware limited liability company

By: _____
Rob Boyce, Deputy Project Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

_____
Notary Public, State of Texas

Commission Expires: _____

SEAL

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by Rob Boyce, Deputy Project Manager of Flatiron/Dragados LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

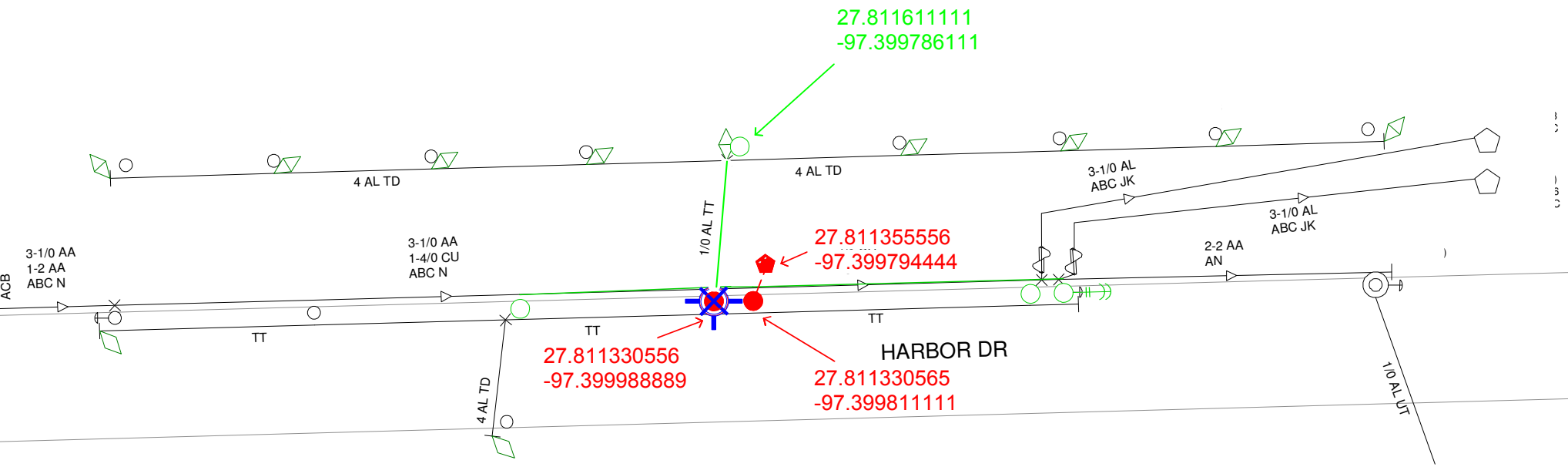
Commission Expires: _____

SEAL

AFTER SIGNATURES, PLEASE RETURN TO:

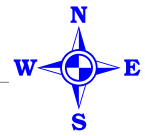
AEP
% Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

Exhibit "A"



Port of Corpus Christi

WR#64187316
Harbor Bridge Project
Southside Crane
Corpus Christi
RN



PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve an Easement Agreement with AEP Texas, Inc. for Relocation of Existing Utilities Located Within the New Harbor Bridge Right-of-Way on the South Side of the Inner Harbor

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested an easement and right-of-way agreement for the relocation of electrical utilities within the new Harbor Bridge Right-of-Way. AEP will be re-routing the existing overhead distribution lines as depicted in the attached map. Portions of the re-routed power lines will be installed above ground and the portions crossing the open storage areas adjacent to the new Harbor Bridge will be bored to a depth of not less than 10 feet and encased in HDPE Conduit. The term of the easement will be thirty (30) years. AEP will seek relocation assistance from TxDOT, in connection with the construction of the new Harbor Bridge and in accordance with the Uniform Relocation Act.

.

BACKGROUND: On September 15, 2015, the Port Commission approved a resolution to enter into a Right-of-Way Easement and a Construction Access Agreement between the Texas Department of Transportation (TxDOT) and the PCCA. The Easement and Agreement outline the coordination and cooperation between the PCCA and TxDOT, and TxDOT's developer (Flat Iron/Dragados, LLC), in connection with the design, development, construction, operation, and maintenance of the project. The relocation of AEP's utilities and AEP's easement request are in alignment with the terms and conditions of the Right-of-Way Easement and Construction Access Agreement.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: None – Fees are not assessed for AEP electrical service easements that serve PCCA tenants.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right-of-Way Agreement with AEP Texas, Inc.

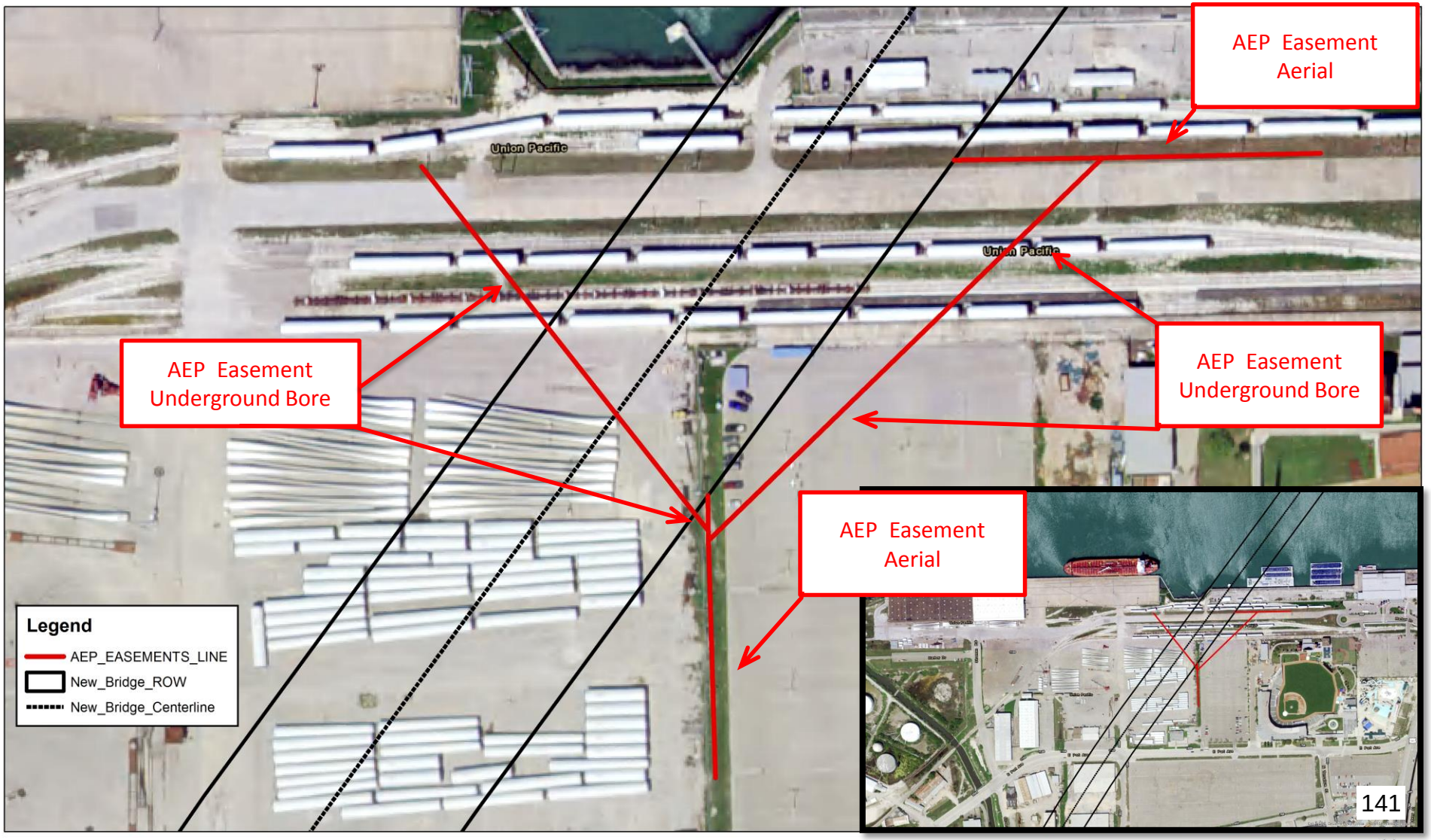
DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

Approve an Easement Agreement with AEP Texas, Inc. for Relocation of Existing Utilities Located Within the New Harbor Bridge Right-of-Way on the South Side of the Inner Harbor



State Plane NAD 1983
South Zone FIPS 4205
Not To Scale

Generated by
Port of Corpus Christi
Real Estate Department

AEP Easement
.25 miles East of the Harbor Dr & Stroman Rd Intersection

Map Disclaimer:
This product is for informational purposes and has not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

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PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee: AEP Texas Inc.
P.O. Box 2121
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing

Use: For the relocation of existing utilities located within the new Harbor Bridge Right-of Way.

Term: 30 years

Options: None

Start Date: January 17, 2017

Fee: For and in consideration of Ten&00/100 Dollars ($10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: None

EASEMENT AND
RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for and in consideration of Ten and NO/100 Dollars ($10.00) and other good and valuable considerations, including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to **AEP TEXAS INC.**, a Delaware Corporation (hereinafter, together with its successor and assigns, called "Grantee"), an easement and right-of-way (hereinafter called the "Easement") over, across and upon the property described in Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, enlarging, replacing, upgrading, inspecting, patrolling, repairing, maintaining, and removing electric distribution lines consisting of poles or towers made of wood, metal or other materials, wires, circuits, static wires, communication circuits, crossarms, insulators, guy wires, and all other necessary or desirable appurtenances (the "Distribution Line").

The easement width (i) for the underground utilities shall be the exterior dimensions of the conduit/casing laid, and (ii) the overhead utilities will be an aerial easement based on location of the line as described on Exhibit "A" attached hereto, and which is incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for a term of 30 years, and subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions, by its acceptance hereof, Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

A. <u>Type of Distribution Line</u>. The Distribution Line shall be electric distribution cables together with conduits, static wires, communication circuits and other appurtenances as deemed appropriate by Grantee. All underground power conductors are to be encased in a 6-inch HDPE conduit with a minimum wall thickness of .6 inches or maximum standard Dimension Ration (SDR) of 11 that shall be buried and maintained so that the top thereof should be at least ten feet below the top of any tie for railroad crossings and any existing surfaces elsewhere for the full length of the underground segment. Transitions to above-ground lines shall be at as steep a slope as practical. Grantee shall place caution markers at all transition points of the Distribution Line from above ground to below ground. All of the Authority's fiber optic cables and other underground utilities near the location of the conduit run and new poles on the south end for the new Distribution Line are to be located in the field by excavation or other means and shall be

protected during installation of poles, foundations, power lines, guy wires and other elements. Any damage or disruption of fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. **Access**. The rights of ingress and egress hereinabove referred to given to Grantee shall be confined to the above-described easement area. Grantee shall have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations thereon only if the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld. Except in the case of an emergency, Grantee agrees to notify the Authority not less than 72 hours prior to its employees, agents or contractors entering upon the easement area for construction, maintenance, repairs or other operations.

C. **Construction, Maintenance and Use**. Grantee shall construct and maintain the Distribution Line in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same, and in accordance with the Grantor's current requirements as detailed in the Port of Corpus Christi Authorities current Project Manual.

Grantee's use of the Easement herein granted and its operations in relation to it shall at all times comply with all laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish the Authority upon completion of the installation of the Distribution Line or any modification thereof an as-built drawing of the location of the Distribution Line and any such modification.

Grantee shall be responsible for coordination of its construction and use in the easement area with any other existing users and easement holders near the Easement. Grantee shall promptly restore any portion of the easement area damaged by Grantee to substantially its original condition. All restoration work shall be appropriately tested at Grantee's expense.

Grantee must submit to Authority plans for any proposed improvements on the easement area ("Plans"), and the Plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of construction of the same, which approval shall not be unreasonably denied, delayed or conditioned. To facilitate the Authority's review, two sets of final for-construction plans that clearly define the project must be submitted to Authority along with electronic files for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. Any approval, comments or denial of the Plans by the Authority shall be promptly made to Grantee within 30 Business Days after submittal. Further, Authority shall prepare detailed comments or responses to the Plans in order to direct Grantee on the action needed to have the Plans revised and approved. Within 60 days of the completion of the work depicted on the Plans, Grantee will provide Authority with one set of As-Built or Record Drawings on a standard engineering format (24" x 36" drawings) and in an electronic file format acceptable to the Authority.

D. **Reservations and Exceptions**. The Easement is further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement whether or not appearing of record in the Official Public Records of Nueces County, Texas, to the extent that said items and matters are in effect and validly enforceable.

E. **Indemnity**. GRANTEE HEREBY RELEASES AND DISCHARGES AUTHORITY FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF GRANTEE, AND THE PERSONAL INJURY OR DEATH OR ANY PERSON EMPLOYED BY GRANTEE, AND GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD AUTHORITY, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY GRANTEES WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS EASEMENT, INCLUDING THAT CAUSED BY ANY OF THE GRANTEE'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY RELATED TO THIS EASEMENT OCCURRING IN, DURING OR AFTER THE TERM OF THIS EASEMENT, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE AUTHORITY, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES IT BEING INTENDED THAT GRANTEE WILL INDEMNIFY AUTHORITY FOR GRANTEES PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD GRANTEE FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN AUTHORITY MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO AUTHORITY'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON GRANTEE WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH GRANTEE AND AUTHORITY, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

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F. **Assignment**. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld; if the Authority withholds consent, the Authority will provide written notice within 30 days from date of notice of assignment to third parties by Grantee; failure to provide such written notice within the said 30 days shall constitute acceptance of assignment.

The Authority, however, consents to the assignment of the Easement to any corporation that is an affiliate of and controlled by, Grantee, or to a parent corporation of Grantee or a subsidiary corporation of such parent corporation.

The Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Assignment in

accordance with this paragraph shall relieve Grantee from liability for the performance of the covenants and indemnities hereof.

G. Relocation. The Authority may require Grantee to remove, lower, raise, or relocate the Distribution Line, equipment, facilities and appurtenances situated in the Easement in the event the Authority wants to use the Easement property for construction of Authority facilities or other Authority uses and the Distribution Line becomes a hindrance or interferes with any such future uses of the property. In such event, the cost of such removal, lowering, raising or relocation shall be paid solely by Grantee. In the event of such removal, lowering, raising, or relocation, the Authority will provide Grantee with an alternate easement, using its best efforts, on Authority land in a location that is reasonably acceptable to Grantee and at no additional cost to Grantee.

H. Compliance with all Laws. The rights and privileges associated with the Easement granted under this agreement shall not be exercised in a manner so as to violate any standards or provisions of any applicable common law or legislation, or the rules, regulations or policies of any regulatory body, whether Federal, State municipal or county, including without limitation, applicable standards, legislation, rules and regulations relating to the protection of the environment.

I. Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.

J. Notice. Any notice or demand which either party hereto may desire to serve upon the other shall be sufficiently served if deposited in the United States mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed, in the instances of Authority to:

If to Authority: Port of Corpus Christi Authority
Attn: Executive Director
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: AEP Texas Inc.
c/o Distribution Right-of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

or to such other address which a party may notify in writing to the other. Such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

K. Severability/Interpretation. In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been

contained herein. Whenever required by the context, as used in this agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

L. Counterparts. This agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

M. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

The execution of this Easement shall be conclusive of the agreement of the Authority and Grantee to all of the terms and conditions hereof, whereupon the Easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and the Authority, respectively.

[Signature and acknowledgement pages follow this page]

WITNESS this _____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

GRANTEE:

AEP TEXAS INC.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, 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 TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of AEP Texas Inc., a Delaware corporation, on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

0.25 mile East of the Harbor Dr & Stroman Rd intersection

Town: Corpus Christi
County: Nueces
WR: 64199177 FB
System: Lat/Long
Datum: WGS 1984

151

P.O.E.
LONGITUDE -97.3996506° W
LATITUDE 27.8113250° N

Overhead Facilities

P.O.B.
LONGITUDE -97.4007613° W
LATITUDE 27.8113140° N

HARBOR DR

P.O.B.
LONGITUDE -97.4023736° W
LATITUDE 27.8113109° N

Underground Facilities

TURN POINT
LONGITUDE -97.4003136° W
LATITUDE 27.8113185° N

P.O.E.
LONGITUDE -97.4019970° W
LATITUDE 27.8108781° N

P.O.B.
LONGITUDE -97.4015149° W
LATITUDE 27.8104179° N

Underground Facilities

P.O.B.
LONGITUDE -97.4015550° W
LATITUDE 27.8103701° N

PROPOSED HWY 181

TURN POINT
LONGITUDE -97.4015121° W
LATITUDE 27.8102940° N

Overhead Facilities

P.O.E.
LONGITUDE -97.4014978° W
LATITUDE 27.8096585° N

Exhibit "A"

AEP

© 2016 Microsoft Corporation

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve an Easement Agreement with AEP Texas, Inc. for Relocation of Existing Utilities Located Within the New Harbor Bridge Right-of-Way on the North Side of the Inner Harbor

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested an easement and right-of-way agreement for the relocation of electrical utilities within the new Harbor Bridge Right-of-Way. AEP will be re-routing the existing overhead distribution lines as depicted on the attached map. A portion of the re-routed power lines will be installed above ground and a portion will be installed underground crossing the open storage areas of Cargo Dock 9, as depicted on the attached map. The underground distribution line will be encased in red concrete and the subsurface and surface will be restored to its original condition in regards to material and compaction. The term of the easement will be thirty (30) years. AEP will seek relocation assistance from TxDOT, in connection with the construction of the new Harbor Bridge and in accordance with the Uniform Relocation Act.

BACKGROUND: On September 15, 2015, the Port Commission approved a resolution to enter into a Right-of-Way Easement and a Construction Access Agreement between the Texas Department of Transportation (TxDOT) and the PCCA. The Easement and Agreement outline the coordination and cooperation between the PCCA and TxDOT, and TxDOT's developer (Flat Iron/Dragados, LLC), in connection with the design, development, construction, operation, and maintenance of the project. The relocation of AEP's utilities and AEP's easement request are in alignment with the terms and conditions of the Right-of-Way Easement and Construction Access Agreement.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: None – Fees are not assessed for AEP electrical service easements that serve PCCA tenants.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right-of-Way Agreement with AEP Texas, Inc.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

Approve an Easement Agreement with AEP Texas, Inc. for Relocation of Existing Utilities Located Within the New Harbor Bridge Right-of-Way on the North Side of the Inner Harbor

State Plane NAD 1983
South Zone FIPS 4205
Not To Scale

Generated by
Port of Corpus Christi
Real Estate Department

AEP Easement
Cargo Dock 9

Map Disclaimer:
This product is for informational purposes and has not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

N

PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee: AEP Texas Inc.
P.O. Box 2121
Corpus Christi, TX 78403

Easement Location: As depicted on the attached drawing

Use: For the relocation of existing utilities located within the new Harbor Bridge Right-of Way.

Term: 30 years

Options: None

Start Date: January 17, 2017

Fee: For and in consideration of Ten&00/100 Dollars ($10.00), and other good and valuable consideration to Grantor

Adjustment of Fee: None

Remarks: Any subsurface and surface disturbed by the installation of the underground utility in the Cargo Dock 9 open storage area will be restored to its original specification with regard to material and compaction.

EASEMENT AND
RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for and in consideration of Ten and NO/100 Dollars ($10.00) and other good and valuable considerations, including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to **AEP TEXAS INC.**, a Delaware Corporation (hereinafter, together with its successor and assigns, called "Grantee"), an easement and right-of-way (hereinafter called the "Easement") over, across and upon the property described in Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, enlarging, replacing, upgrading, inspecting, patrolling, repairing, maintaining, and removing electric distribution lines consisting of poles or towers made of wood, metal or other materials, wires, circuits, static wires, communication circuits, crossarms, insulators, guy wires, and all other necessary or desirable appurtenances (the "Distribution Line").

The easement width (i) for the underground utilities shall be the exterior dimensions of the conduit/casing laid, and (ii) the overhead utilities will be an aerial easement based on location of the line as described on Exhibit "A" attached hereto, and which is incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for a term of 30 years, and subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions, by its acceptance hereof, Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

A. **Type of Distribution Line**. The Distribution Line shall be high voltage electric transmission cables together with conduits, static wires, communication circuits and other appurtenances as deemed appropriate by Grantee. The Distribution Line running underground through the north Cargo Yard is to be encased in red concrete. Following any construction, Grantee shall restore the subsurface and surface of the Easement to its original specifications with regard to material and compaction. Upon conclusion of construction, Grantee shall provide to the Authority all test results of the material and compaction.

B. **Access**. The rights of ingress and egress hereinabove referred to given to Grantee shall be confined to the above-described easement area. Grantee shall have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations

thereon only if the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld. Except in the case of an emergency, Grantee agrees to notify the Authority not less than 72 hours prior to its employees, agents or contractors entering upon the easement area for construction, maintenance, repairs or other operations.

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Corpus Christi, Texas 78403

or to such other address which a party may notify in writing to the other. Such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

K. Severability/Interpretation. In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever required by the context, as used in this agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

L. Counterparts. This agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a

single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

M. **Governing Law**. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

The execution of this Easement shall be conclusive of the agreement of the Authority and Grantee to all of the terms and conditions hereof, whereupon the Easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and the Authority, respectively.

[Signature and acknowledgement pages follow this page]

WITNESS this _____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

GRANTEE:

AEP TEXAS INC.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, 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

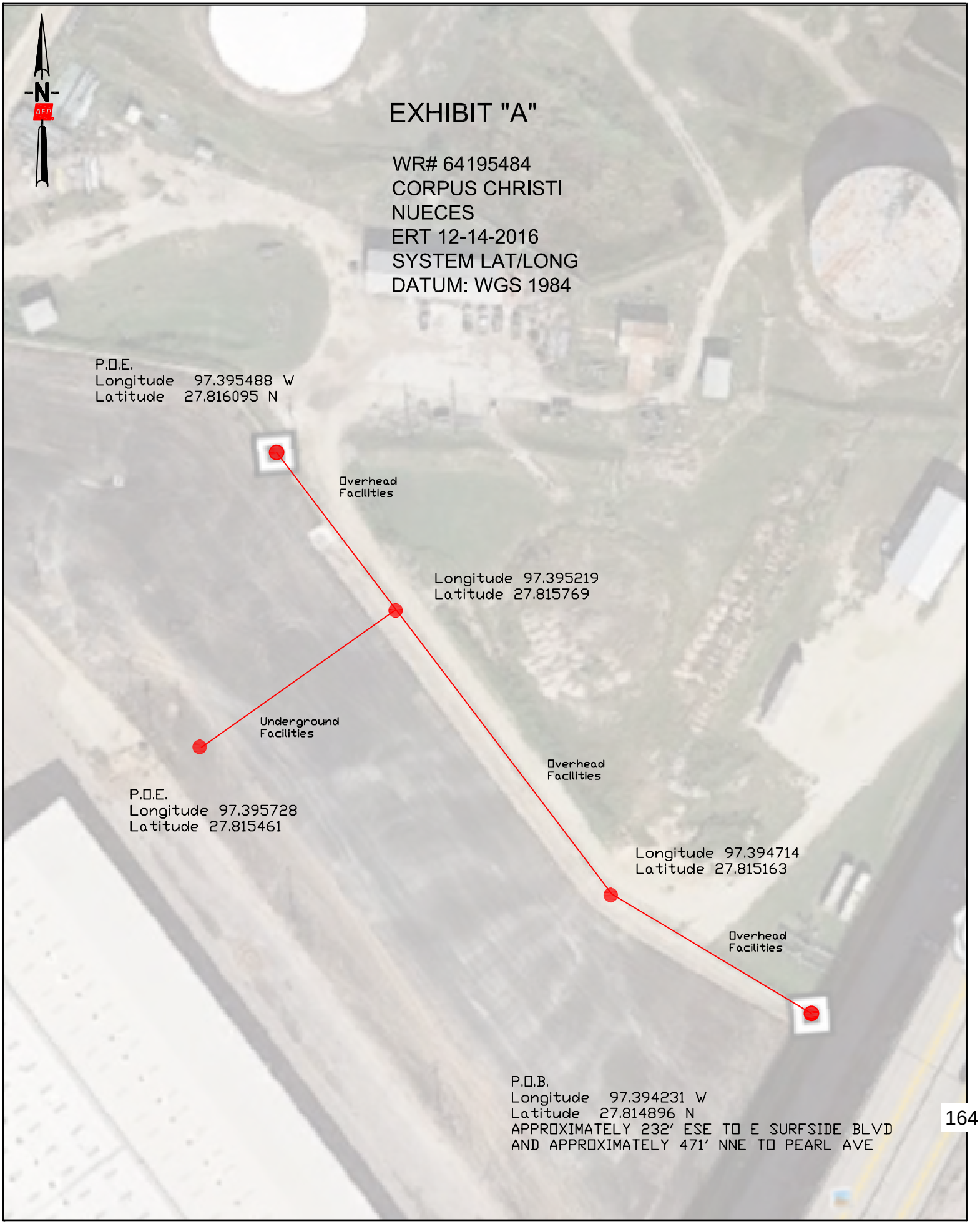
My Commission Expires: _____

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of AEP Texas Inc., a Delaware corporation, on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____


N
AEP
EXHIBIT "A"
WR# 64195484
CORPUS CHRISTI
NUECES
ERT 12-14-2016
SYSTEM LAT/LONG
DATUM: WGS 1984
P.O.E.
Longitude 97.395488 W
Latitude 27.816095 N
Overhead
Facilities
Longitude 97.395219
Latitude 27.815769
Underground
Facilities
Overhead
Facilities
P.O.E.
Longitude 97.395728
Latitude 27.815461
Longitude 97.394714
Latitude 27.815163
Overhead
Facilities
P.O.B.
Longitude 97.394231 W
Latitude 27.814896 N
APPROXIMATELY 232' ESE TO E SURFSIDE BLVD
AND APPROXIMATELY 471' NNE TO PEARL AVE

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve Pipeline Easement with DCP Sand Hills Pipeline, LLC for a 10 ¾ inch Steel Natural Gas Liquids Pipeline on Properties South of the Suntide Dredge Material Placement Area

SUMMARY: DCP Sand Hills Pipeline, LLC (DCP) representatives are requesting a thirty-year pipeline easement for a 10 ¾ inch natural gas liquids pipeline. The pipeline will be crossing PCCA at three locations, as depicted in the attached map. The pipeline will provide service the Flint Hills Resource refinery near Suntide Road and Interstate 37 to the DCP Three Rivers Pump Station near Three Rivers, Texas. The Easement is a total of five feet (5') in width, together with an additional non-exclusive thirty foot (30') wide temporary construction easement parallel and adjacent to the Easement ("Temporary Easement"). The Temporary Easement also includes additional temporary workspaces depicted on Exhibits B and D. The Temporary Easement will expire and the permanent easement shall revert to the exterior dimensions of the pipe laid on: (1) the date on which the initial construction of the Pipeline Facilities are completed and the Pipeline is operational, or (2) one year from the date of this Pipeline Easement Agreement ("Agreement"), whichever is earlier, (the "Initial Construction Period").

DCP intends to utilize a portion of the Easement and Temporary Easement for the operation of horizontal directional drilling ("HDD") equipment needed to install a portion of the Pipeline within the Easement, under Carbon Plant Road, the Joe Fulton Corridor and Hearns Ferry Road. DCP agrees not to place, store, dump or dispose of any drilling mud, chemicals, spoil, dredge, sludge, water or other material utilized or produced in connection with any of DCP's HDD operations on the Easement or Temporary Easement or PCCA adjoining property. DCP will restore the Easements and any post construction workspace disturbed by DCP's operations to pre-project elevations and contours and, if requested by PCCA, will seed and/or vegetate all such area disturbed by DCP's construction, operation, maintenance, repair or removal of the Pipeline Facilities.

BACKGROUND: DCP is one of the largest producers of Natural Gas Liquids and one of the largest natural gas processing companies in the U.S., gathering and/or processing about 12 percent of the nation's gas supply. DCP has a competitive footprint and strong geographic diversity with leading positions in key economic producing basins, including

the DJ Basin, the Permian Basin, the Eagle Ford Shale and the STACK/SCOOP areas of the Midcontinent. Development of DCP's infrastructure is not only beneficial to DCP's business but also the Port and Port industries business.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: $9,993.78 for the first ten years

STAFF RECOMMENDATION: Staff recommends approval of the pipeline easement with DCP Sand Hills Pipeline, LLC.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Lease Agreement
Lease Agreement Summary

Approve Easement Agreement with DCP Sand Hills Pipeline, LLC for a 10 ¾ Inch Steel Natural Gas Liquids Pipeline on Properties South of the Suntide Dredge Material Placement Area

PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE EASEMENT SUMMARY

Grantee:	DCP Sand Hills Pipeline, LLC 5718 Westheimer, Suite 1900 Houston, Texas, 77057
Easement Location:	10 ¾ inch steel natural gas liquids pipeline crossing three Port of Corpus Christi Authority tracts depicted on the attached Exhibit.
Use:	10 ¾ inch steel natural gas liquids pipeline to transfer product from Flint Hills Resources refinery near Suntide Road and Interstate 37 to existing pump station in Three Rivers Texas.
Term:	30 year
Options:	N/A
Start Date:	January 17, 2017
End Date:	January 16, 2047
Fee:	$9,993.78 for the first 10 years
Easement Contact:	DCP Sand Hills Pipeline, LLC 5718 Westheimer, Suite 1900 Houston, Texas, 77057 Luke Park email: Luke.Park@tgmercer.com> 817-489-7142 (office) 817-694-2232 (cell)
Remarks:	Fee will be adjusted every ten years using the Authority's then current and applicable easement fee schedule for pipelines of the same diameter as Grantee's pipeline.

PIPELINE EASEMENT

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

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to **DCP Sand Hills Pipeline, LLC**, a Delaware limited liability corporation authorized to do business in Texas, whose principal address is 5718 Westheimer, Suite 1900, Houston, Texas 77057, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the " Easement") on and through two tracts of Authority's land located in Nueces County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one (1) pipeline ten and three quarter inches (10 ¾") in nominal outside diameter for the transportation of natural gas liquids (the "Authorized Pipeline Products") (the "Pipeline") upon, over and across the Easement hereby granted. No above ground or below ground appurtenances are allowed except for pipeline markers and one gate per fence (the "Pipeline Appurtenances"). The Pipeline and the Pipeline Appurtenances shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement hereby conveyed crosses two tracts of Authority land and is a total of five feet (5') in width, being two and a half feet (2.5') on either side of the Easement centerlines described in Exhibits "A" and "C", together with an additional non-exclusive thirty foot (30') wide temporary construction easement parallel and adjacent to the Easement, ("Temporary Easement"). The Temporary Easement also includes the additional temporary workspace locations, if any, described in Exhibits "A" and "C" and depicted in Exhibits "B" and "D". That portion of the Easement and Temporary Easement across Tract I are more particularly described in Exhibit "A" and are depicted in Exhibit "B" hereto. That portion of Easement and Temporary Easement across Tract II are more particularly described in Exhibit "C" and are depicted in Exhibit "D" hereto. The Temporary Easement shall expire and the permanent easement shall revert to the exterior dimensions of the pipe laid on: (1) the date on which the initial construction of the Pipeline Facilities are completed and the Pipeline is operational, or (2) one year from the date of this Pipeline Easement Agreement ("Agreement"), whichever is earlier, (the "Initial Construction Period"). The Easement and Temporary Easement shall be collectively referred to as the "Easements". In the event construction is not commenced within one year from the date hereof, this Agreement and the Easements will terminate, unless the period for commencement of construction is extended, in writing, beyond one year by Authority.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning on the 17th day of January, 2017, and ending at midnight on the 16th day of January, 2047, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the

land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Fee. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a fee in the amount of Nine Thousand Nine Hundred Ninety-Three and 78/100 Dollars ($9,993.78) in advance. The fee for years eleven (11) through twenty (20) of this Agreement shall be due on the tenth (10^{th}) anniversary date of this Agreement and will be calculated using the Authority's then current and applicable easement fee schedule for pipelines of the same diameter as Grantee's Pipeline. The fee for years twenty one (21) through thirty (30) of this Agreement will be due on the twentieth (20^{th}) anniversary of this Agreement and will be likewise be calculated using the Authority's then current and applicable easement fee schedule for pipelines of the same diameter as Grantee's Pipeline.

2. Access and Post Construction Work Space. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described Easements during the Initial Construction Period. Grantee during the Initial Construction Period shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities, taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Work Space"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Work Space. After the expiration of the Initial Construction Period Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

3. Construction, Maintenance and Use.

During the installation of the Pipeline Facilities or during any significant repair or replacement of the Pipeline Facilities, Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, in its sole and absolute discretion, to observe the

operations of Grantee and to verify that the Pipeline Facilities are installed in full compliance with the terms and conditions of this Agreement (the "Inspection Services"). The Authority shall be responsible for the payment of all wages and expenses charged by its inspector (the "Inspection Service Expenses"). Upon completion of the initial installation of the Pipeline Facilities and thereafter upon completion of any significant repair or replacement of the Pipeline Facilities, Authority shall invoice Grantee for all Inspection Service Expenses incurred by Authority, which invoice Grantee agrees to pay within thirty (30) days of Grantee's receipt thereof.

Grantee shall construct and maintain the Pipeline Facilities in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Pipeline Facilities that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Easement.

Grantor understands that Grantee intends to utilize a portion of the Easement and Temporary Easement for the operation of horizontal directional drilling ("HDD") equipment needed to install a portion of the Pipeline within the Easement, under Carbon Plant Road, the Joe Fulton Corridor and Hearns Ferry Road. Grantee agrees to install the Pipeline at the depths and in the manner indicated by Exhibit "E" attached hereto. In addition, Grantee agrees not to place, store, dump or dispose of any drilling mud, chemicals, spoil, dredge, sludge, water or other material utilized or produced in connection with any of Grantee's HDD operations on the Easement or Temporary Easement or Grantor's adjoining property. All such material shall be captured and removed using water tight containers so that such material does not come into direct contact with any portion of the surface of such property in the course of performing such HDD operations. Grantee shall use all commercially reasonable efforts to minimize the Easement and Temporary Easement area utilized to perform the HDD operations, and Grantee agrees to restore the affected Easement and Temporary Easement area, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Grantor regarding Grantee's planned HDD operations prior to commencing such work. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's HDD operations. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch; Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easements, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Easements.

Grantee will restore the Easements and any Post Construction Work Space disturbed by Grantee's operations to pre-project elevations and contours and, if requested by Authority, will seed and/or vegetate all such area disturbed by Grantee's construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall seed and/or vegetate the Easements and Post Construction Work Space to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces or San Patricio County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in the Easement during initial construction of the Pipeline Facilities.

Following completion of construction of the Pipeline Facilities, Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Easement.

If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement to the condition it was in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easements and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easements for construction purposes until Grantee has provided

Authority with a current set of Issued for Construction Drawings. Upon completion of the installation of the Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities.

Grantee shall be responsible for coordination of its construction activities and use of the Easements and any Post Construction Work Space with any other, existing or future users and easement holders in or near the Easements. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by Authority, test in the manner specified by all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

4. Reservations and Exceptions. The Easements herein granted and authorization to utilize any Post Construction Work Space shall be subject to any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use Post Construction Work Space, upon, over, under and across the Easements, and to grant other rights of use, leases and easements above, below and on the surface of the Easements, provided that such grants shall not materially interfere with the rights granted herein.

5. **Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easements, Post Construction Work Space, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (collectively "*Indemnified Claims*"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee**

under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding anything to the contrary stated elsewhere herein, Authority and Grantee understand and agree that, in no event, shall either Authority or Grantee be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

6. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees a*t* all times this Agreement is in effect to carry and maintain at its sole expense, through self-insurance or policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

(a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least $1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(b) Commercial General Liability (CGL) coverage with policy limits of at least $5,000,000.00 per occurrence and $5,000,000 general aggregate for operations and activities, including sudden and accidental pollution including cleanup and defense costs for premises and operations including pollution of any body of water, on the Easements and on any Post Construction Work Space.

(c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of $1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than $5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to the commencement of any work by Grantee on the Easements or on any Post Construction Work Space, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is

primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

In addition the Policies shall be endorsed to provide as follows (or an ISO form endorsement containing the equivalent wording may be used): "Underwriters or the company or companies issuing this policy agree that, if the named insured is required, by written contract, to name any other person, firm or organization as an additional insured on this policy for claims arising out of acts, or the failure to act, by the named insured, then such other person, firm or organization shall automatically be deemed to be an additional insured under this policy without any further action, but only to the extent required under said written contract". Grantee shall make best efforts to deliver to Authority certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds $50,000.00; and, in such event, Authority may decline to approve this Agreement. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Grantee's expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority's notice of payment until reimbursement.

7. Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

8. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed. Authority hereby consents, in advance, to the assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. Notwithstanding the foregoing, Authority in Authority's absolute sole discretion may elect withhold consent to any partial assignment of Grantee's rights under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments authorized by this Section.

9. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**,

collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the said Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 11 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

10. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with any navigable channel, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement.

11. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easements and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 9 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

12. Notice. Until notified in writing of a different address, all notices, demands, or requests must be sent to Grantor and Grantee as follows. Notices will be deemed received 3 days after being mailed if sent by U.S. mail, postage paid, certified mail to the addresses below:

Authority:

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

Grantee:

DCP Sand Hills Pipeline, LLC
Attn: Right of Way Department
5718 Westheimer Rd, Suite 1900
Houston, Texas 77057

13. Easement Maintenance and Litter. Grantee will maintain the Easements, Post Construction Work Space, and Pipeline Facilities in excellent repair and with an neat appearance, clean of all litter and trash including construction debris caused by Grantee (i.e., welding rods, grinding wheels, tools, metal pieces, pipe coating materials, rags, cans, bags, paper, plastic, boards, blocks, pallets, skids, etc.) during periods of construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall require Grantee's employees, agents, representatives, contractors, and sub-contractors to pick up said construction debris daily. All construction debris shall be cleaned up and removed from Authority's lands prior to the termination of any construction period.

14. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easements or portion of any Post Construction Work Space for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement. This Agreement is made regardless of any past or future statutory authority by any governmental agency allowing additional usage within the Easement. Grantee disclaims any authority from any statutory rule or regulation that allows such additional usage and shall be bound by this Agreement.

15. Mowing. Grantee shall mow the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority's election to suspend such mowing activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

16. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easements and disposed of in a lawful manner. Alternatively, Authority's may, in its sole and absolute discretion, elect to have all trees and brush mulched and spread evenly across the Easements and/or any Post Construction Work Space.

17. No General Warranty of Title. It is hereby agreed that no general warranty of title, expressed or implied, is made by Authority by the execution of this instrument. This agreement is subject to all instruments of record in the Real Property Records of Nueces County, Texas and to the rights of any tenants of Authority. **GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INVESTIGATED THE TITLE TO, AND SURFACE ROUTE OF, THE EASEMENT AND ACCEPTS SAME AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY CONCERNING FITNESS OR SUITABILITY FOR GRANTEE'S INTENDED USE THEREOF).**

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

WITNESS this 17th day of January, 2017.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

"Authority"

DCP SAND HILLS PIPELINE, LLC

By: _____
Travis L. Hammons
Attorney In Fact

"Grantee"

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of January, 2017, 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

STATE OF TEXAS §
§
COUNTY OF SAN PATRICIO §

This instrument was acknowledged before me on the _____ day of January, 2017 by Travis L. Hammons, Attorney In Fact of DCP Sand Hills Pipeline, LLC, on behalf of said company.

_____
NOTARY PUBLIC, STATE OF TEXAS

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

Legal description: (10 3/4 inch Pipeline Easement)

BEING a width of pipeline easement in the BS&F Survey, Abstract 857, Nueces County, Texas, and being a portion of a certain tract described in deed to Port of Corpus Christi Authority, as recorded in Document No. 2004035685 & Document No. 1996032465, Public Records, Nueces County, Texas, said easement being described as follows:

BEGINNING at a point [N:10108924.17, E:2105318.40] in the west line of said Port of Corpus Christi tract, from which an 1 1/2 inch iron rod found for a corner in the west line of the said Port of Corpus Christi tract bears S 08°38'41" W, 441.88 feet;

THENCE S 33°09'54" E, through the said Port of Corpus Christi Authority tract, a distance of 305.57 feet, to the Point of Terminus [N:10108668.37, E:2105485.57] in the east line of said Port of Corpus Christi Authority tract and the west line of a certain tract described in a document to Flint Hills Resources Corpus Christi Authority, as recorded in Document No. 2010040428, Public Records, Nueces County, Texas from which a 5/8 inch capped iron rod found marked (3589) for the northeast corner of said Port of Corpus Christi Authority tract and also being the northwest corner of said Flint Hills tract, bears N 41°53'24" E a distance of 108.92 feet, for a total of 305.57 feet or 18.52 rods more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(Centerline).dwg

SQUARE FOOTAGE: N/A
ACRES: N/A

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

Legal description: (30' Temporary Workspace)

BEING a 30 foot temporary workspace in the BS&F Survey, Abstract 857, Nueces County, Texas, and being a portion of a certain tract described in deed to Port of Corpus Christi Authority, as recorded in Document No. 2004035685 & Document No. 1996032465, Public Records, Nueces County, Texas, said temporary workspace being described as follows:

BEGINNING at a point [N:10108946.41, E:2105321.79] in the west line of said Port of Corpus Christi Authority tract, from which an 1 1/2 inch iron rod found for a corner in the west line of the said Port of Corpus Christi Authority tract bears S 08°38'41" W, 419.38 feet;

THENCE S 33°09'54" E, through the said Port of Corpus Christi Authority tract, a distance of 315.40 feet, to the point for a corner of this temporary workspace for the east line of said Port of Corpus Christi Authority tract, also being the west line of a certain tract described in a document to Flint Hills Resources Corpus Christi Authority, as recorded in Document No. 2010040428, Public Records, Nueces County, Texas from which a 5/8 inch capped iron rod found marked (3589) for the northeast corner of said Port of Corpus Christi Authority tract and also being the northwest corner of said Flint Hills tract, bears N 43'38'54" E a distance of 92.67 feet;

THENCE S 42°39'05" W, with the east line of said Port of Corpus Christi Authority tract, and the west line of said Flint Hills tract a distance of 11.84 feet, to the point for a corner of this temporary workspace;

THENCE S 07°50'31" W, with the east line of said Port of Corpus Christi Authority tract, and the west line of said Flint Hills tract a distance of 28.22 feet, to the point for a corner of this temporary workspace;

THENCE N 33°09'54" W, through the said Port of Corpus Christi Authority tract, a distance of 306.05 feet, to the point for a corner of this temporary workspace;

THENCE N 08°38'41" E, a distance of 45.00 feet, to the Point of Beginning, for a total of 9,226 square feet or 0.21 acres more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(Centerline).dwg

SQUARE FOOTAGE: 9,226
ACRES: 0.21

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

Legal description: (Additional Temporary Workspace I)

BEING an additional temporary workspace in the BS&F Survey, Abstract 857, Nueces County, Texas, and being a portion of a certain tract described in deed to Port of Corpus Christi Authority, as recorded in Document No. 2004035685 & Document No. 1996032465, Public Records, Nueces County, Texas, said additional temporary workspace being described as follows:

BEGINNING at a point [N:10108901.92, E:2105315.02] in the west line of said Port of Corpus Christi Authority tract, from which an 1 1/2 inch iron rod found in the west line of the said Port of Corpus Christi Authority tract, bears S 08°38'41" W, 464.38 feet;

THENCE S 33°09'54" E, through the said Port of Corpus Christi Authority tract, a distance of 306.05 feet, to the point for a corner of this additional temporary workspace, in the east line of said Port of Corpus Christi Authority tract, and also in the west line of a certain tract as described in a document to Flint Hills Resources Corpus Christi Authority, as recorded in Document No. 2010040428, Public Records, Nueces County, Texas, from which a 5/8 inch capped iron rod found marked (3589) for the northeast corner of said Port of Corpus Christi Authority tract, and also being the northwest corner of said Flint Hills tract, bears N 43'38'54'' E, a distance of 92.67 feet;

THENCE S 09°43'33" W, with east line of said Port of Corpus Christi Authority tract, and the west line of said Flint Hills tract, a distance of 51.42 feet, to the point for a corner of this additional temporary workspace;

THENCE N 33°09'54" W, through the said Port of Corpus Christi Authority tract, a distance of 304.60 feet, to a point for a corner of this additional temporary workspace;

THENCE N 08°38'41" E, a distance of 52.50 feet, to the Point of Beginning, for a total of 10,686 square feet or 0.25 acres more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(Centerline).dwg

SQUARE FOOTAGE: 10,686
ACRES: 0.25

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

Legal description: (Additional Temporary Workspace II)

BEING an additional temporary workspace in the BS&F Survey, Abstract 857, Nueces County, Texas, and being a portion of a certain tract described in deed to Port of Corpus Christi Authority, as recorded in Document No. 2004035685 & Document No. 1996032465, Public Records, Nueces County, Texas, said additional temporary workspace being described as follows:

BEGINNING at a point [N:1018953.83, E:105322.91] in the west line of said Port of Corpus Christi Authority tract, from which an 1 1/2 inch iron rod found in the west line of the said Port of Corpus Christi Authority tract, bears S 08°38'41" W, 411.86 feet;

THENCE S 33°09'54" E, through the said Port of Corpus Christi Authority tract, a distance of 319.72 feet, to the point for a corner of this additional temporary workspace, in the east line of said Port of Corpus Christi Authority tract, and the west line of a certain tract as described in a document to Flint Hills Resources Corpus Christi Authority, as recorded in Document No. 2010040428, Public Records, Nueces County, Texas, from which a 5/8 inch capped iron rod found marked (3589) for the northeast corner of said Port of Corpus Christi Authority tract, and also being the northwest corner of said Flint Hills tract, bears N 43'42'26" E, a distance of 87.52 feet;

THENCE S 42°39'05" W, with east line of said Port of Corpus Christi Authority tract, and the west line of said Flint Hills tract, a distance of 5.16 feet, to the point for a corner of this additional temporary workspace;

THENCE N 33°09'54" W, through the said Port of Corpus Christi Authority tract, a distance of 315.40 feet, to a point for a corner of this additional temporary workspace;

THENCE N 08°38'41" E, a distance of 7.50 feet, to the Point of Beginning, for a total of 1,588 square feet or 0.04 acres more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(Centerline).dwg

SQUARE FOOTAGE: 1,588'
ACRES: 0.04

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "B"

5 OF 16

1 1/2" IRON PIPE FOUND
S 08°38'41" W
441.88'

ADDITIONAL TEMPORARY WORKSPACE II

CARBON PLANT RD

JOE FULTON CORRIDOR

HEARNS FERRY ROAD

5/8" CIRF (3589)
N 41°53'24" E
108.92'

CENTERLINE
PIPELINE FOOTAGE:
305.57'

POINT OF TERMINUS
N:10108668.37
E:2105485.57

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC,
DOCUMENT No. 2010040428

L1

POINT OF BEGINNING
N:10108924.17
E:2105318.40

30' TEMPORARY WORKSPACE

LINE	BEARING	DISTANCE
L1	S 33°09'54" E	305.57'

0 50' 100' 150'

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC,
DOCUMENT No. 2010040428

ADDITIONAL TEMPORARY WORKSPACE I

PORT OF CORPUS CHRISTI AUTHORITY
DOCUMENT No. 2004035685
&
DOCUMENT No. 1996032465

BS&F SURVEY
ABSTRACT NO. 857

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(Centerline).dwg

SQUARE FOOTAGE: N/A
ACRES: N/A

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

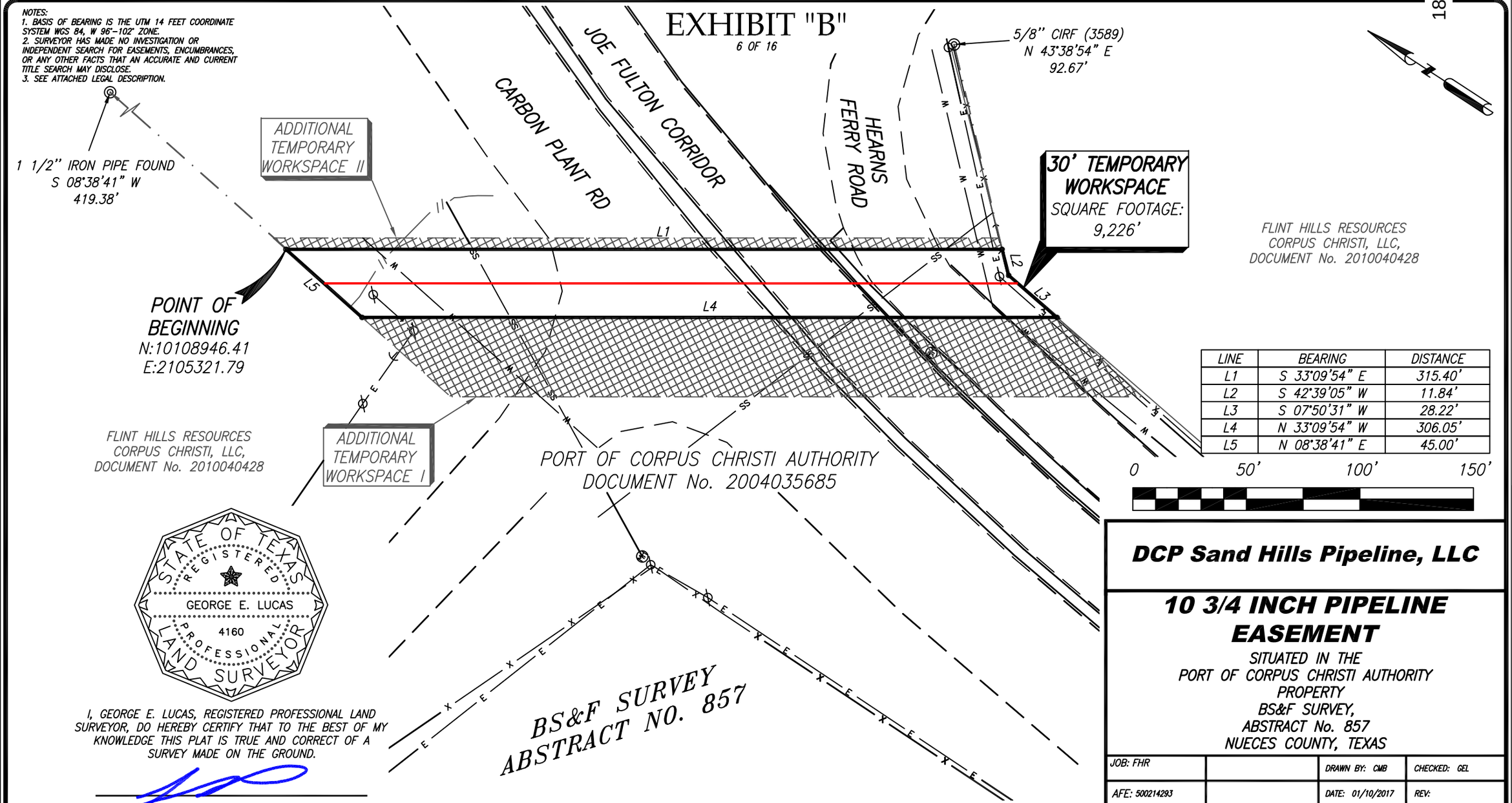
LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "B"

6 OF 16



LINE	BEARING	DISTANCE
L1	S 33°09'54" E	315.40'
L2	S 42°39'05" W	11.84'
L3	S 07°50'31" W	28.22'
L4	N 33°09'54" W	306.05'
L5	N 08°38'41" E	45.00'

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(TempWrkSpc).dwg

SQUARE FOOTAGE: 9,226
ACRES: 0.21

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

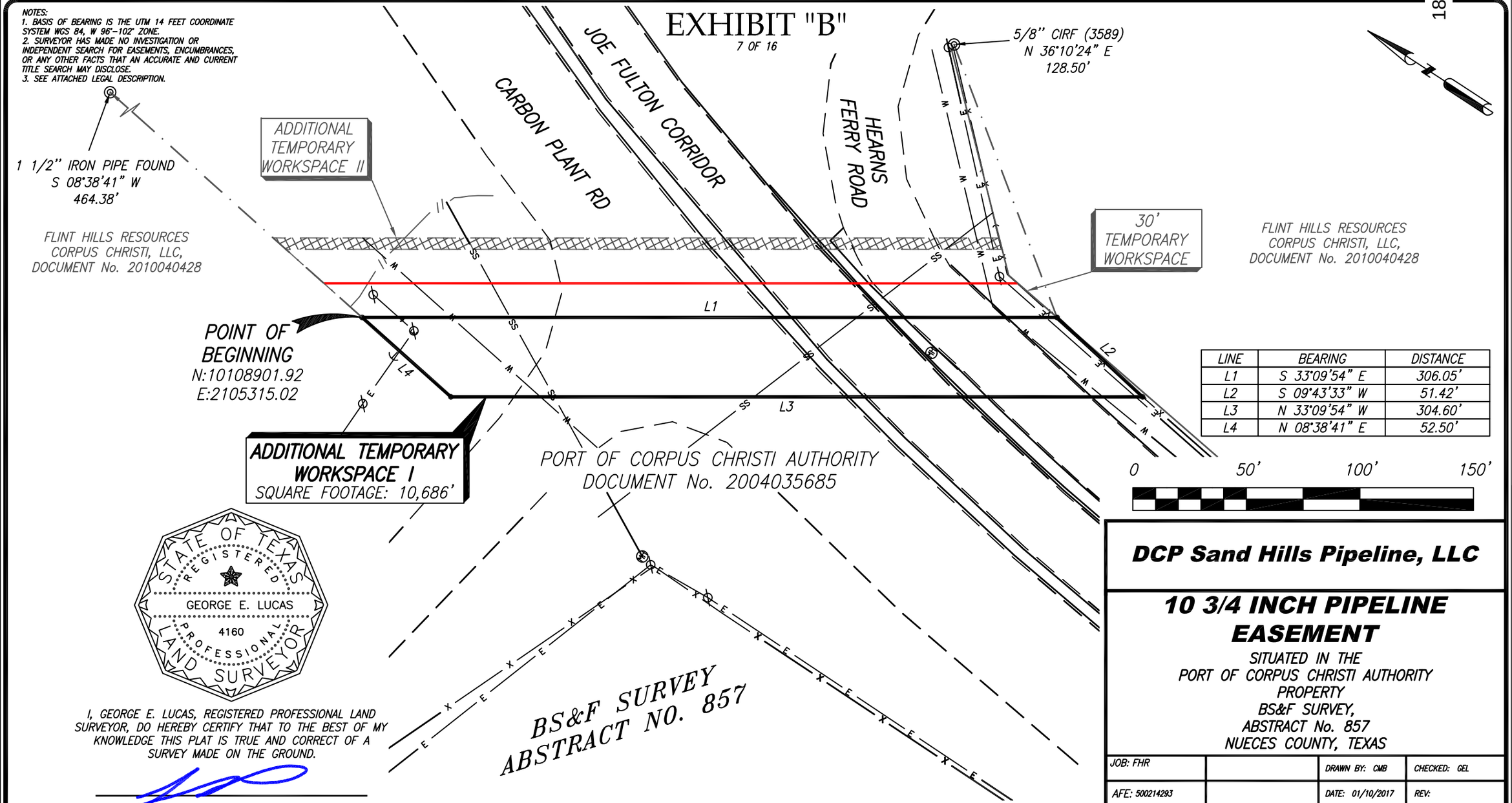
LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "B"

7 OF 16



LINE	BEARING	DISTANCE
L1	S 33°09'54" E	306.05'
L2	S 09°43'33" W	51.42'
L3	N 33°09'54" W	304.60'
L4	N 08°38'41" E	52.50'

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(ATWS I).dwg

SQUARE FOOTAGE: 10,686
ACRES: 0.25

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

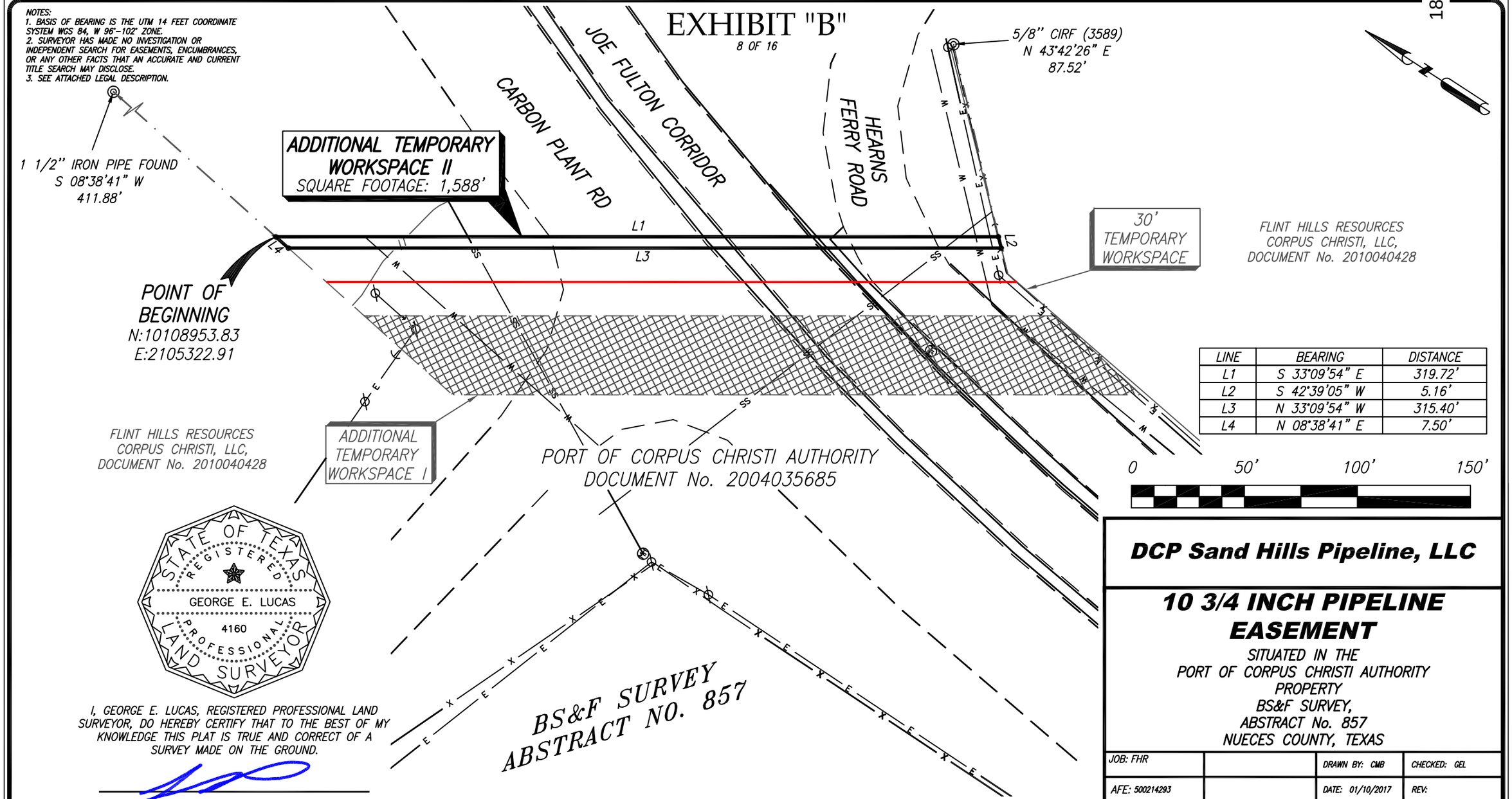
LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "B"

8 OF 16



LINE	BEARING	DISTANCE
L1	S 33°09'54" E	319.72'
L2	S 42°39'05" W	5.16'
L3	N 33°09'54" W	315.40'
L4	N 08°38'41" E	7.50'

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

SITUATED IN THE
PORT OF CORPUS CHRISTI AUTHORITY
PROPERTY
BS&F SURVEY,
ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: CMB	CHECKED: GEL
AFE: 500214293		DATE: 01/10/2017	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\12–15 – Port of Corpus Christi Authority(ATWS II).dwg

SQUARE FOOTAGE: 1,588'
ACRES: 0.04

CENTERLINE FOOTAGE: 305.57'
RODS: 18.52

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "C"

Legal description: 10 3/4 Inch Easement

BEING a width of pipeline easement in the D. Martinez Survey, Abstract Number 857, Nueces County, Texas, and being a portion of a certain tract as described in a deed to The Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Volume 1926, Page 909, Deed Records, Nueces County, Texas, said easement being described as follows:

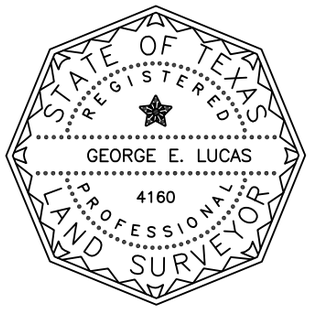
COMMENCING at a 5/8 inch capped iron rod found marked "3589" for the southwest corner of said Port of Corpus Christi Authority tract, and an angle point in the north line line of a certain tract as described in a deed to Flint Hills Resources Corpus Christi, LLC., as recorded in Document Number 2010040428, Official Public Records, Nueces County, Texas;

THENCE, S 63°16'56" E, with the south line of said Port of Corpus Christi Authority tract, and the northeast line of a certain tract as described in a deed to The City of Corpus Christi, as recorded in Document Number 2003063324, Official Public Record, Nueces County, Texas, a distance of 307.88 feet, to the POINT OF BEGINNING [N:10108190.54, E:2108293.07] of this easement, in the south line of said Port of Corpus Christi tract, and the northeast line of said City of Corpus Christi tract;

THENCE S 81°59'07" E, a distance of 227.67 feet, to a point for a corner of this easement;

THENCE S 63°36'29" E, a distance of 40.05 feet, to a point for a corner of this easement;

THENCE S 45°01'12" E, a distance of 233.70 feet, to the Point of Terminus [N:10107975.80, E:2108719.70] in the south line of said Port of Corpus Christi Authority tract, from which a 5/8 inch iron rod found for the southeast corner of said Port of Corpus Christi Authority tract, and an angle point in the northeast line of said City of Corpus Christi tract, bears S 63°16'56" E, a distance of 115.02 feet, for a total of 501.42 feet or 30.39 rods more or less.



I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi CENTERLINE–1.dwg

SQUARE FOOTAGE: N/A
ACRES: N/A

CENTERLINE FOOTAGE: 501.42'
RODS: 30.39

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "C"

Legal description: 30' Temporary Workspace

BEING a 30 foot temporary workspace in the D. Martinez Survey, Abstract Number 857, Nueces County, Texas, and being a portion of a certain tract as described in a deed to The Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Volume 1926, Page 909, Deed Records, Nueces County, Texas, said workspace being described as follows:

COMMENCING at a 5/8 inch capped iron rod found marked "3589" for the southwest corner of said Port of Corpus Christi Authority tract, and an angle point in the north line line of a certain tract as described in a deed to Flint Hills Resources Corpus Christi, LLC., as recorded in Document Number 2010040428, Official Public Records, Nueces County, Texas;

THENCE, S 63°16'56" E, with the south line of said Port of Corpus Christi Authority tract, and the northeast line of a certain tract as described in a deed to The City of Corpus Christi, as recorded in Document Number 2003063324, Official Public Record, Nueces County, Texas, a distance of 261.10 feet, to the POINT OF BEGINNING [N:10108211.57, E:2108251.29] of this workspace, in the south line of said Port of Corpus Christi Authority tract, and the northeast line of said City of Corpus Christi tract;

THENCE, S 81°59'07" E, through the said Port of Corpus Christi Authority tract, a distance of 274.40 feet, to the point for a corner;

THENCE, S 63°36'29" E, continuing through the said Port of Corpus Christi Authority tract, a distance of 44.93 feet, to the point for a corner;

THENCE, S 45°01'12" E, continuing through the said Port of Corpus Christi Authority tract, a distance of 281.61 feet, to the point for a corner, in the south line of said Port of Corpus Christi Authority tract, and the northeast line of said City of Corpus Christi tract, from which a 5/8 inch iron rod found for the southeast corner of said Port of Corpus Christi Authority tract, and an angle point in the northeast line of said City of Corpus Christi tract, bears S 63°16'56" E, a distance of 67.15 feet;

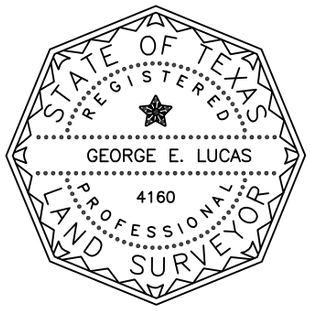
THENCE, N 63°16'56" W, with the south line of said Port of Corpus Christi Authority tract, and a northeast line of said City of Corpus Christi tract, a distance of 95.73 feet, to the point for a corner;

THENCE, N 45°01'12" W, through the said Port of Corpus Christi Authority tract, a distance of 185.79 feet, to the point for a corner;

THENCE, N 63°36'29" W, continuing through the said Port of Corpus Christi Authority tract, a distance of 35.17 feet, to the point for a corner;

THENCE, N 81°59'07" W, continuing through the said Port of Corpus Christi Authority tract, a distance of 180.94 feet, to the point for a corner, in the south line of said Port of Corpus Christi Authority tract, and the northeast line of said City of Corpus Christi tract;

THENCE, N 63°16'56" W, with the south line of said Port of Corpus Christi Authority tract, and the northeast line of said City of Corpus Christi tract, a distance of 93.56 feet, to the Point of Beginning, for a total of 15,042 square feet, 0.35 acres more or less.



I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi (30' Temp Workspace).dwg

SQUARE FOOTAGE: 15,042
ACRES: 0.35

CENTERLINE FOOTAGE: 501.42'
RODS: 30.39

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "C"

Legal description: Additional Temporary Workspace I

BEING an additional temporary workspace in the D. Martinez Survey, Abstract Number 857, Nueces County, Texas, and being a portion of a certain tract as described in a deed to The Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Volume 1926, Page 909, Deed Records, Nueces County, Texas, said workspace being described as follows:

COMMENCING at a 5/8 inch capped iron rod found marked "3589" for the southwest corner of said Port of Corpus Christi Authority tract, and an angle point in the north line line of a certain tract as described in a deed to Flint Hills Resources Corpus Christi, LLC., as recorded in Document Number 2010040428, Official Public Records, Nueces County, Texas;

THENCE, S 63°16'56" E, with the south line of said Port of Corpus Christi Authority tract, and the northeast line of a certain tract as described in a deed to The City of Corpus Christi, as recorded in Document Number 2003063324, Official Public Record, Nueces County, Texas, a distance of 245.51 feet, to the POINT OF BEGINNING [N:10108218.58, E:2108237.36] of this workspace, in the south line of said Port of Corpus Christi Authority tract, and the a northeast line of said City of Corpus Christi tract;

THENCE S 81°59'07" E, a distance of 271.75 feet, to a point for a corner of this workspace;

THENCE N 08°00'53" E, a distance of 55.57 feet, to a point for a corner of this workspace;

THENCE S 81°59'07" E, a distance of 150.00 feet, to a point for a corner of this workspace;

THENCE S 08°00'53" W, a distance of 136.16 feet, to a point for a corner of this workspace;

THENCE S 45°01'12" E, a distance of 187.97 feet, to a point for a corner of this workspace, from which a 5/8 inch iron rod found for the southeast corner of said Port of Corpus Christi Authority tract, and an angle point in the northeast line of said City of Corpus Christi tract, bears S 63°16'56" E, a distance of 51.19 feet;

THENCE N 63°16'56" W, a distance of 15.96 feet, to a point for a corner of this workspace;

THENCE N 45°01'12" W, a distance of 281.61 feet, to a point for a corner of this workspace;

THENCE N 63°36'29" W, a distance of 44.93 feet, to a point for a corner of this workspace;

THENCE N 81°59'07" W, a distance of 274.40 feet, to a point for a corner of this workspace;

THENCE N 63°16'56" W, a distance of 15.59 feet, to the Point of Beginning for a total of 15,919 square feet or 0.37 acres more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi ATWS I.dwg

SQUARE FOOTAGE: 15,919
ACRES: 0.37

CENTERLINE FOOTAGE: N/A
RODS: N/A

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "C"

Legal description: Additional Temporary Workspace II

BEING an additional temporary workspace in the D. Martinez Survey, Abstract Number 857, Nueces County, Texas, and being a portion of a certain tract as described in a deed to The Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Volume 1926, Page 909, Deed Records, Nueces County, Texas, said workspace being described as follows:

COMMENCING at a 5/8 inch capped iron rod found marked "3589" for the southwest corner of said Port of Corpus Christi Authority tract, and an angle point in the north line line of a certain tract as described in a deed to Flint Hills Resources Corpus Christi, LLC., as recorded in Document Number 2010040428, Official Public Records, Nueces County, Texas;

THENCE, S 63°16'56" E, with the south line of said Port of Corpus Christi Authority tract, and the northeast line of a certain tract as described in a deed to The City of Corpus Christi, as recorded in Document Number 2003063324, Official Public Record, Nueces County, Texas, a distance of 354.66 feet, to the POINT OF BEGINNING [N:10108169.51, E:2108334.85] of this workspace, in the south line of said Port of Corpus Christi Authority tract, and the a northeast line of said City of Corpus Christi tract;

THENCE S 81°59'07" E, a distance of 180.94 feet, to a point for a corner of this workspace;

THENCE S 63°36'29" E, a distance of 35.17 feet, to a point for a corner of this workspace;

THENCE S 45°01'12" E, a distance of 185.79 feet, to a point for a corner of this workspace, from which a 5/8 inch iron rod found for the southeast corner of said Port of Corpus Christi Authority tract, and an angle point in the northeast line of said City of Corpus Christi tract, bears S 63°16'56" E, a distance of 162.88 feet;

THENCE N 63°16'56" W, a distance of 111.69 feet, to a point for a corner of this workspace;

THENCE N 45°01'12" W, a distance of 45.84 feet, to a point for a corner of this workspace;

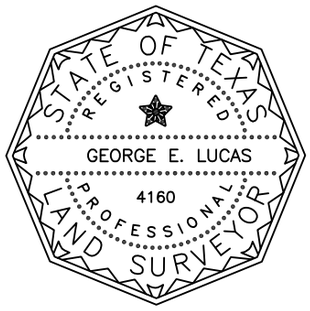
THENCE N 81°59'07" W, a distance of 44.79 feet, to a point for a corner of this workspace;

THENCE N 63°16'56" W, a distance of 7.59 feet, to a point for a corner of this workspace;

THENCE N 08°00'53" E, a distance of 22.00 feet, to a point for a corner of this workspace;

THENCE N 81°59'07" W, a distance of 64.98 feet, to a point for a corner of this workspace;

THENCE N 63°16'56" W, a distance of 109.15 feet, to the Point of Beginning for a total of 10,820 square feet or 0.25 acres more or less.



I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi ATWS II.dwg

SQUARE FOOTAGE: 10,820
ACRES: 0.25

CENTERLINE FOOTAGE: N/A
RODS: N/A

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

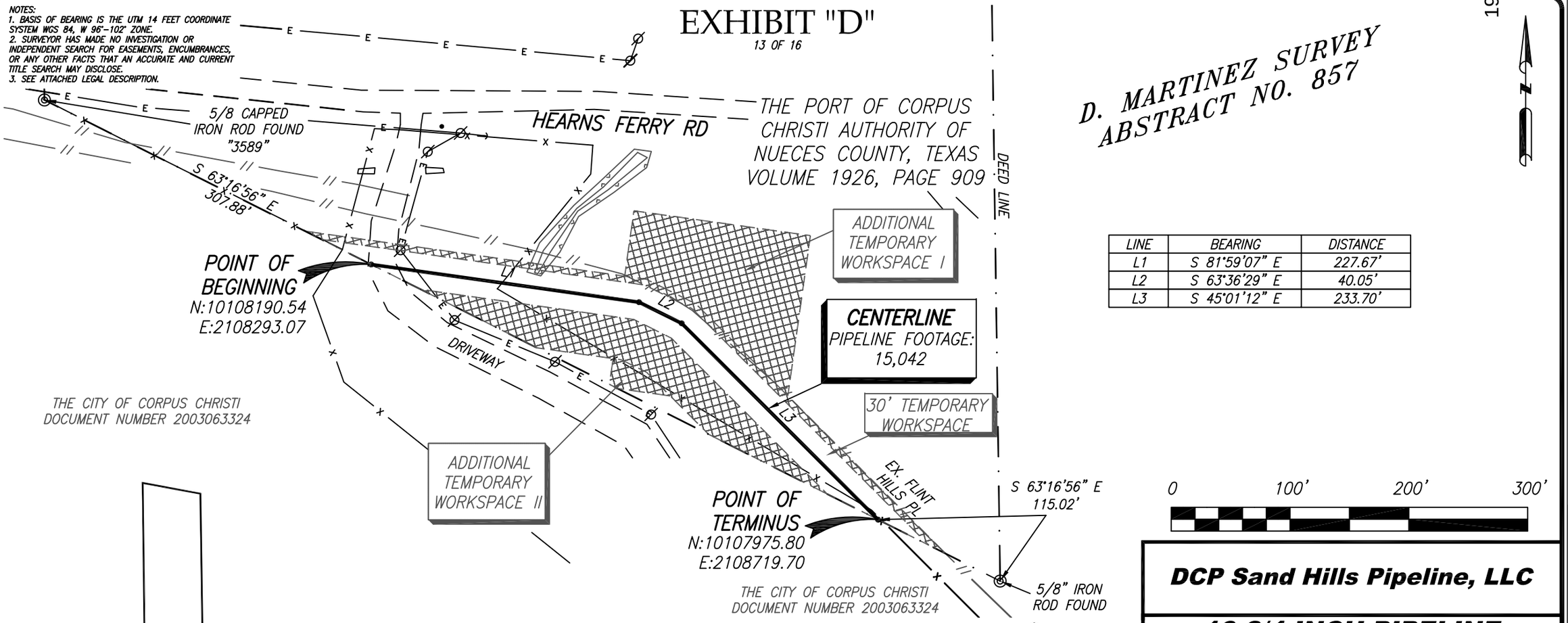
CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "D"

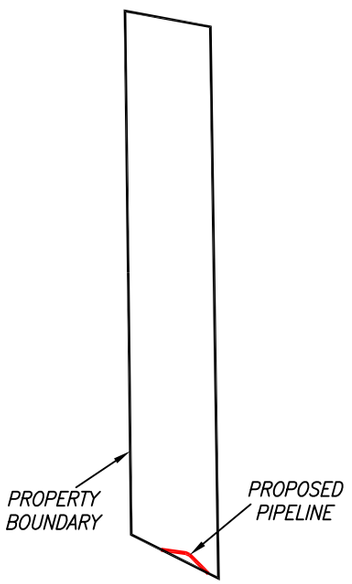
13 OF 16

D. MARTINEZ SURVEY
ABSTRACT NO. 857



LINE	BEARING	DISTANCE
L1	S 81°59'07" E	227.67'
L2	S 63°36'29" E	40.05'
L3	S 45°01'12" E	233.70'

0 100' 200' 300'



VICINITY MAP
N.T.S.

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi CENTERLINE–1.dwg

SQUARE FOOTAGE: N/A
ACRES: N/A

CENTERLINE FOOTAGE: 501.42'
RODS: 30.39

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

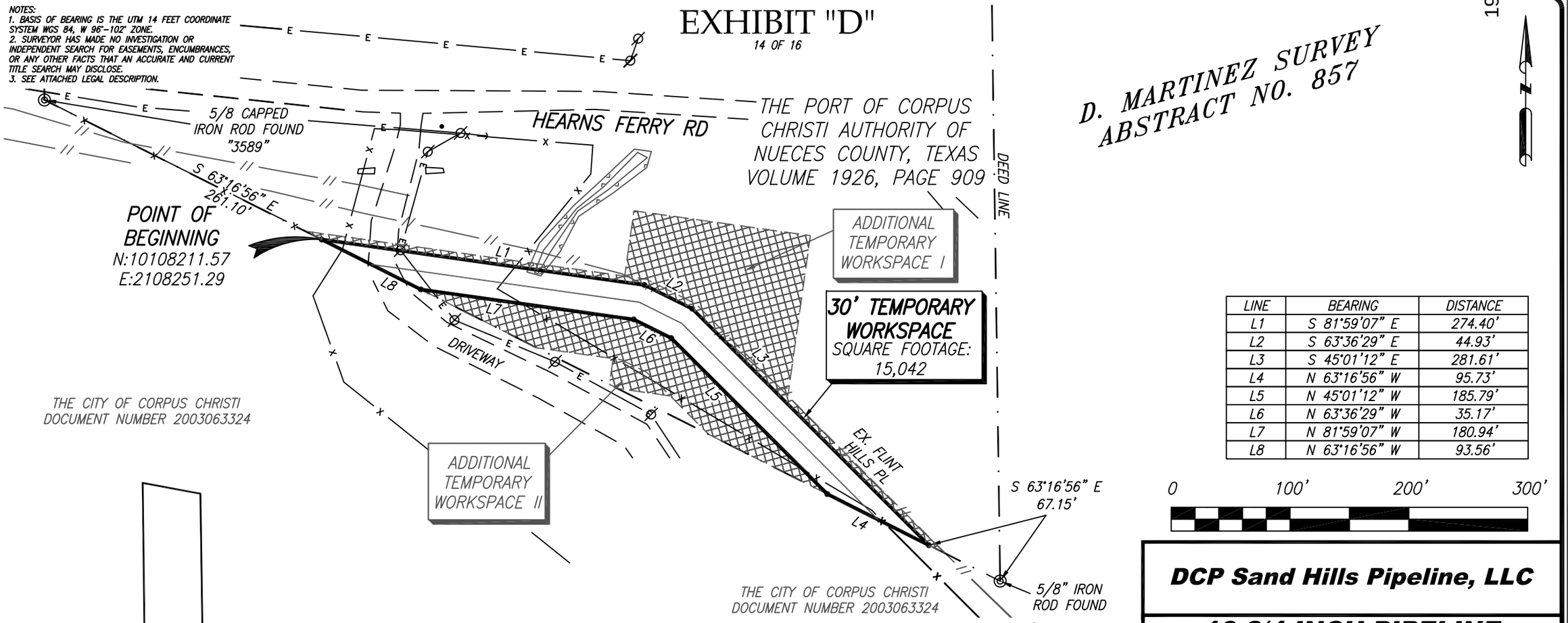
CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°–102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "D"

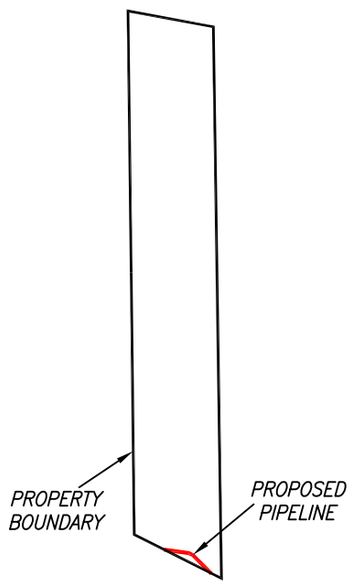
14 OF 16

D. MARTINEZ SURVEY
ABSTRACT NO. 857



LINE	BEARING	DISTANCE
L1	S 81°59'07" E	274.40'
L2	S 63°36'29" E	44.93'
L3	S 45°01'12" E	281.61'
L4	N 63°16'56" W	95.73'
L5	N 45°01'12" W	185.79'
L6	N 63°36'29" W	35.17'
L7	N 81°59'07" W	180.94'
L8	N 63°16'56" W	93.56'

0 100' 200' 300'



VICINITY MAP
N.T.S.

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi (30' Temp Workspace).dwg

SQUARE FOOTAGE: 15,042
ACRES: 0.35

CENTERLINE FOOTAGE: 501.42'
RODS: 30.39

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800–462–7199

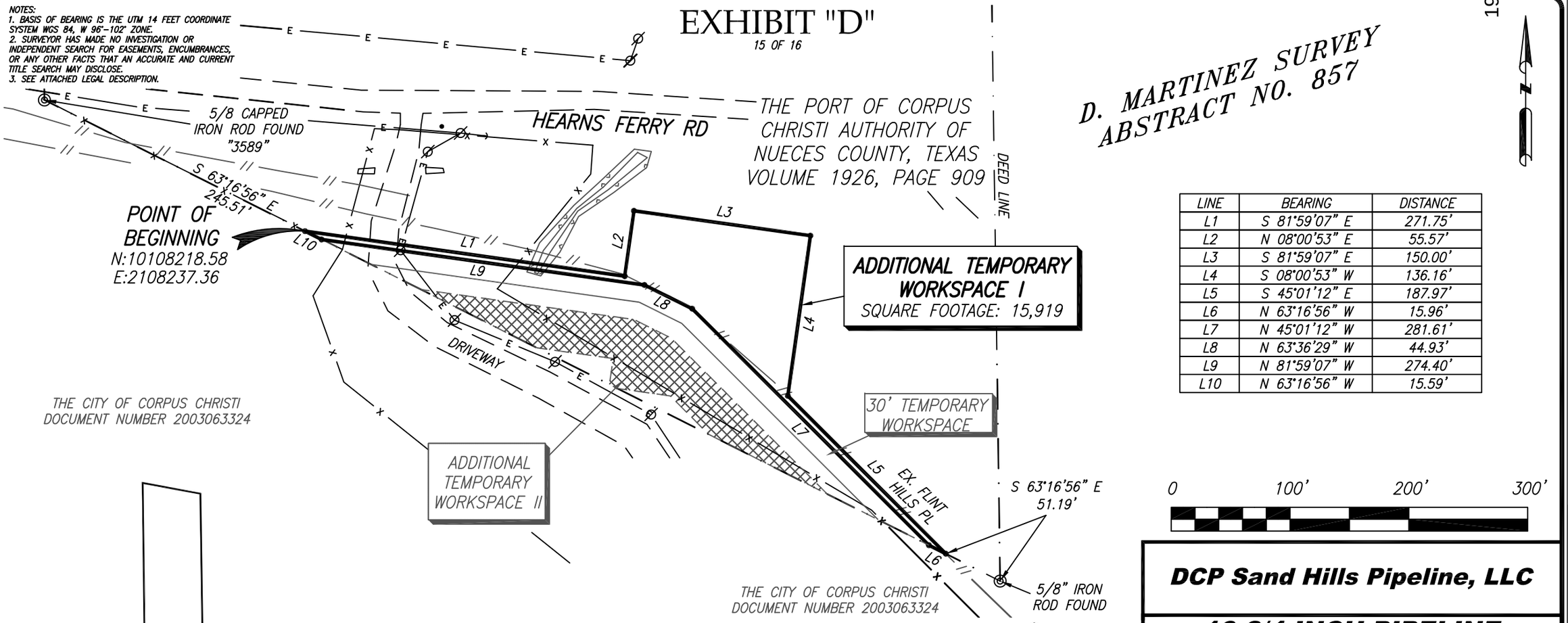
CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512–635–4857

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°-102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "D"

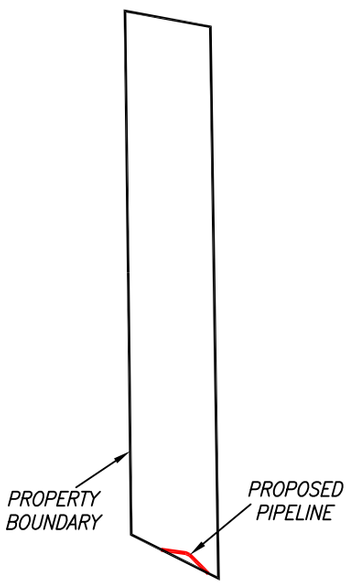
15 OF 16

D. MARTINEZ SURVEY
ABSTRACT NO. 857



LINE	BEARING	DISTANCE
L1	S 81°59'07" E	271.75'
L2	N 08°00'53" E	55.57'
L3	S 81°59'07" E	150.00'
L4	S 08°00'53" W	136.16'
L5	S 45°01'12" E	187.97'
L6	N 63°16'56" W	15.96'
L7	N 45°01'12" W	281.61'
L8	N 63°36'29" W	44.93'
L9	N 81°59'07" W	274.40'
L10	N 63°16'56" W	15.59'

0 100' 200' 300'



VICINITY MAP
N.T.S.

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi ATWS I.dwg

SQUARE FOOTAGE: 15,919
ACRES: 0.37

CENTERLINE FOOTAGE: N/A
RODS: N/A

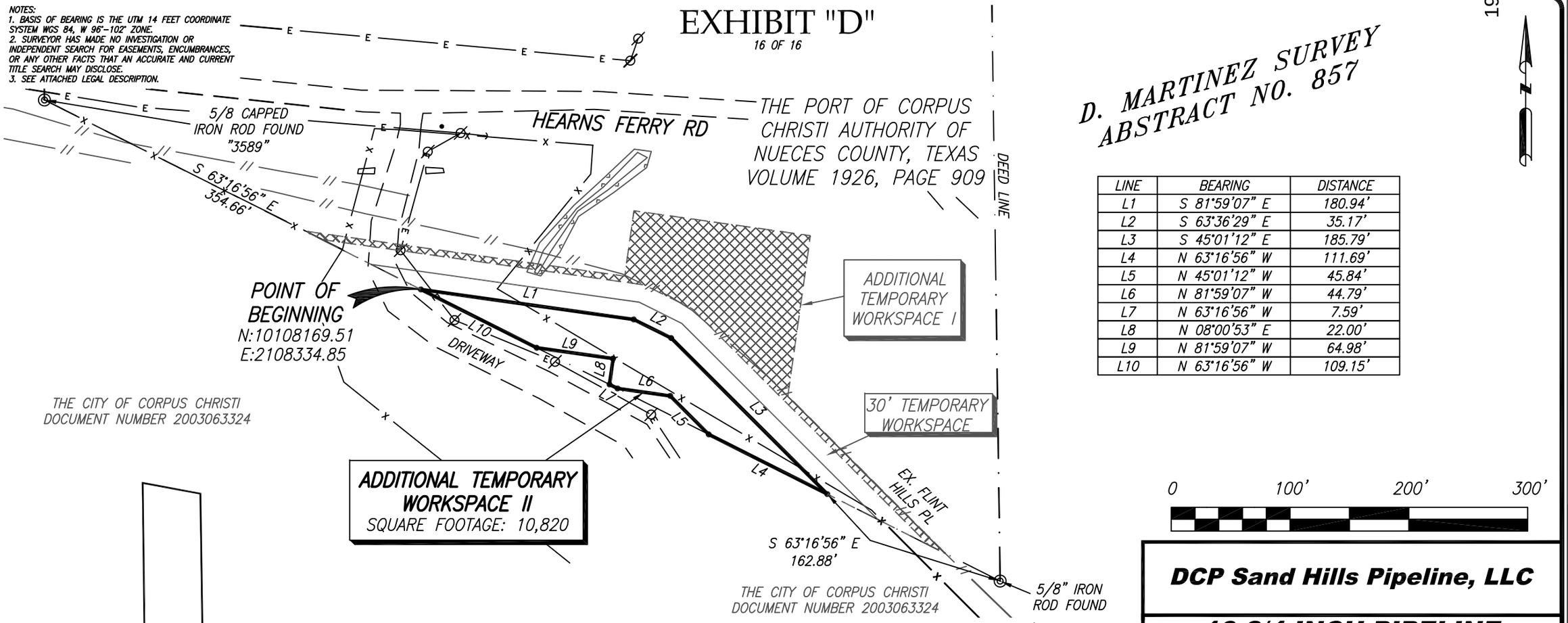
LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800-462-7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512-635-4857

EXHIBIT "D"

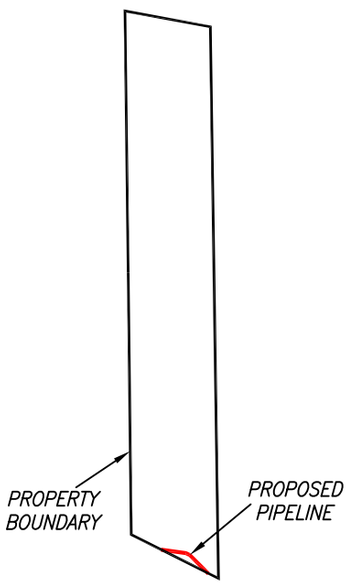
16 OF 16

NOTES:
1. BASIS OF BEARING IS THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°-102° ZONE.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.



LINE	BEARING	DISTANCE
L1	S 81°59'07" E	180.94'
L2	S 63°36'29" E	35.17'
L3	S 45°01'12" E	185.79'
L4	N 63°16'56" W	111.69'
L5	N 45°01'12" W	45.84'
L6	N 81°59'07" W	44.79'
L7	N 63°16'56" W	7.59'
L8	N 08°00'53" E	22.00'
L9	N 81°59'07" W	64.98'
L10	N 63°16'56" W	109.15'

0 100' 200' 300'



VICINITY MAP
N.T.S.

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

GEORGE E. LUCAS
CELCO SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4160

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

DCP Sand Hills Pipeline, LLC

10 3/4 INCH PIPELINE EASEMENT

ACROSS THE
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS PROPERTY
D. MARTINEZ SURVEY, ABSTRACT No. 857
NUECES COUNTY, TEXAS

JOB: FHR		DRAWN BY: RD	CHECKED: GEL
AFE: 500214293		DATE: 1/10/17	REV:

P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Certified Plats\Port of Corpus Christi\7 – The Port of Corpus Christi ATWS II.dwg

SQUARE FOOTAGE: 10,820
ACRES: 0.25

CENTERLINE FOOTAGE: N/A
RODS: N/A

LINK FIELD SERVICES INCORPORATED
P.O. BOX 1485
MINERAL WELLS, TX 76067
800-462-7199

CELCO SURVEYING
REG. # 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512-635-4857

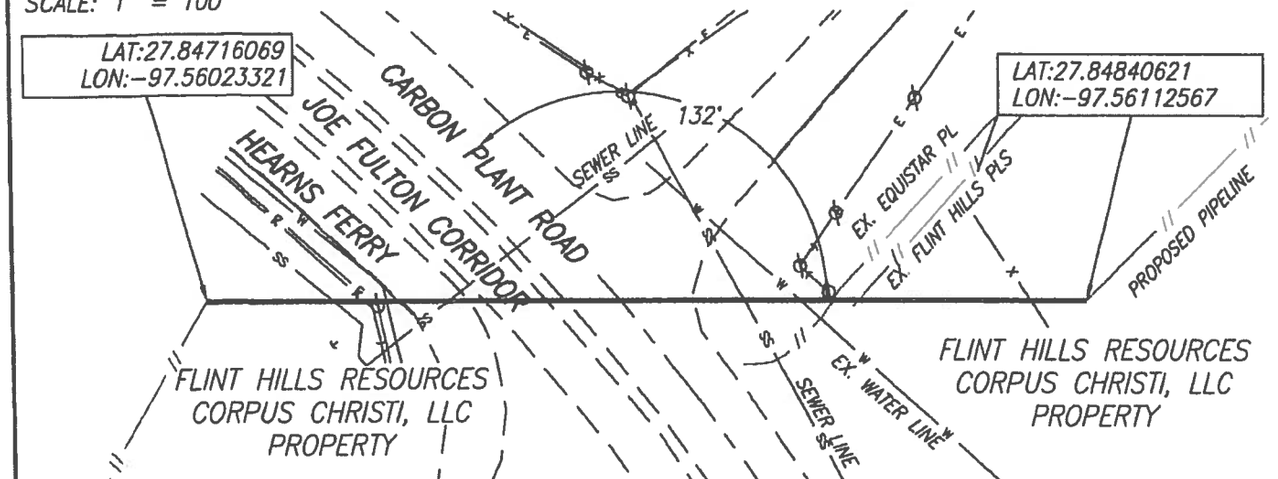
EXHIBIT "E"

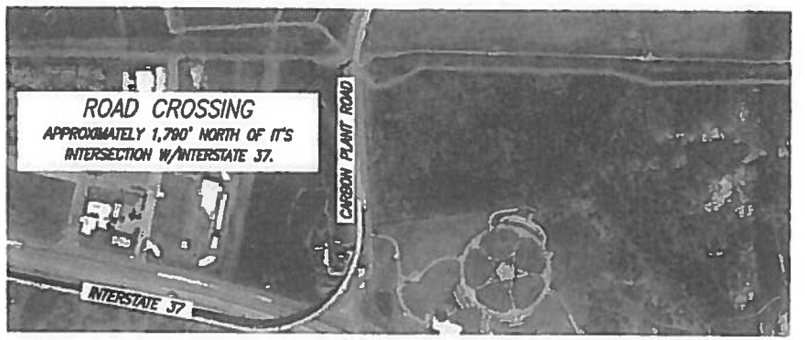
1 OF 2

NUECES COUNTY, TEXAS

BS&F, SURVEY, ABSTRACT No. 857

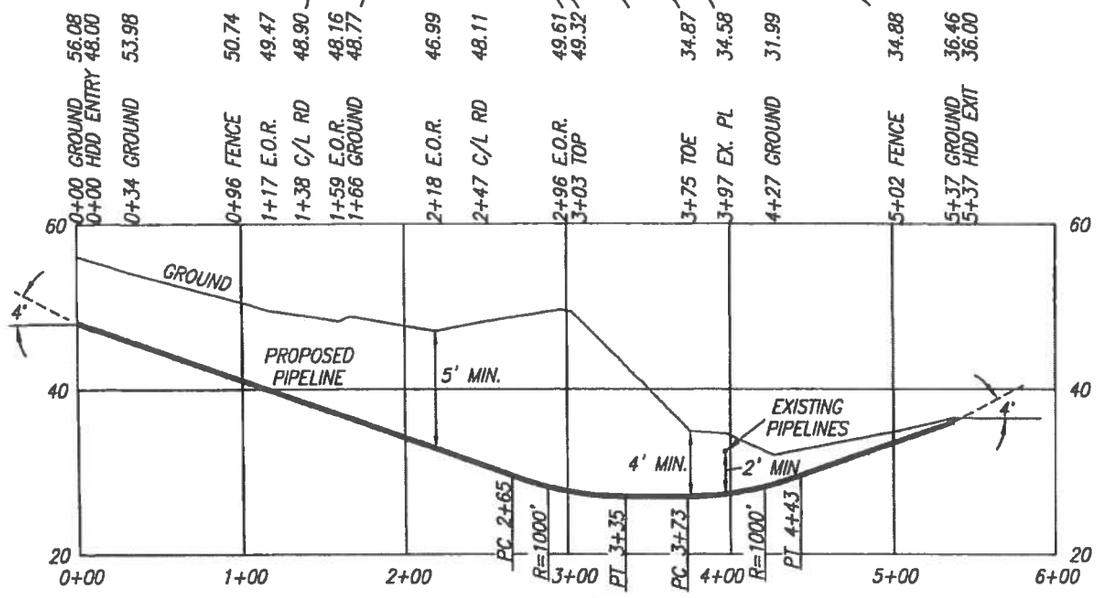
SCALE: 1" = 100'





VICINITY MAP

N.T.S.



PROFILE

DATUM BASED ON THE UTM 14 FEET COORDINATE SYSTEM WGS 84, W 96°-102°, ELEVATIONS MSL, DERIVED FROM GPS OBSERVATIONS

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 20'

STATE OF TEXAS
BRIAN CYRUS WEBB
95036
LICENSED
PROFESSIONAL ENGINEER
9/30/16

PIPE DATA

10.750" O.D. X 0.365" W.T.,
GRADE X-60, API-5L, PSL-2
FBE ARO ERW
LENGTH = 537'
MAOP - 1,480 psig
MINIMUM YIELD STRENGTH-60,000 psi

REV.	DATE	BY	DESCRIPTION	CHK.

DCP SAND HILLS PIPELINE, LLC.

PROPOSED PIPELINE CROSSING

CARBON PLANT ROAD

NUECES COUNTY, TEXAS

BKW, INC.
P.O. BOX 581611
TULSA, OK 74158
TX ENGINEER # 95036 EXP. 9/30/2016

LINK FIELD SERVICES INCORPORATED
P.O BOX 1485
MINERAL WELLS, TX 76068
800-462-7199

DRAWN BY: JRS	DATE: 07/22/16	P:\DCP\Sandhills Projects\Flint Hills to Sand Hills\Profiles\Carbon Plant Road.dwg
CHECKED BY: JDS	AFE: 500214293	
SCALE: 1"= 100'	JOB: FHR	

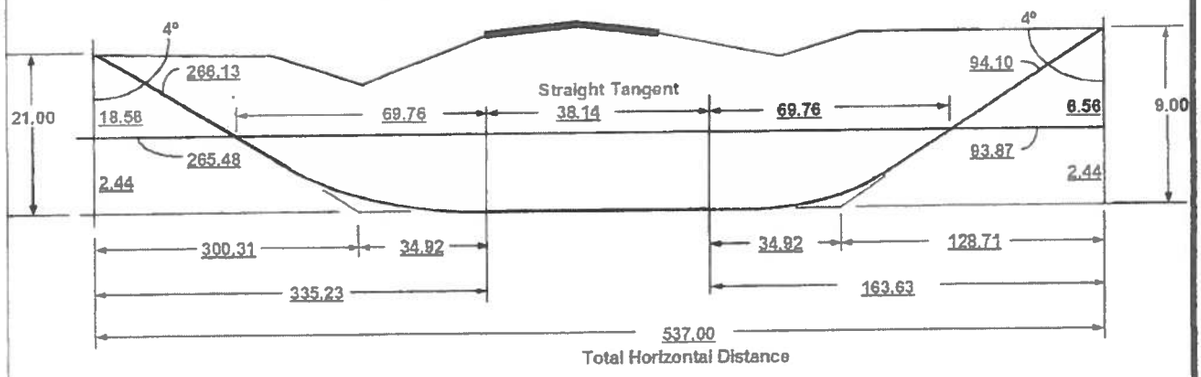
EXHIBIT "E"

2 OF 2

DIRECTIONAL DRILL PROFILE - DCP MIDSTREAM
FLINT HILLS RESOURCES - CARBON PLANT ROAD

ENTRY: Degrees	4°	EXIT: Degrees	4°	Pipe: 10.75" OD x 0.365" WT API 5L X60	
Depth	21'	Depth	9'		
Radius	1000'	Radius	1000'	Design Factor: 0.6	
Station #	0+00	Station #	5+37		
Entry	OK	Exit	OK		

TOTAL Crossing	537	Feet Horizontal Distance
	538	Feet Actual Pipeline Length
	38	Straight Tangent Length
	499	Minimum Horizontal Distance
	38	Minimum Tangent OK



Dimensions In Feet

30.00 30.00

Entry Side Vert. Y - Axis	Entry Side Horiz. X - Axis		Exit Side Vert. Y - Axis	Exit Side Horiz. X - Axis	
0.00	0.00	265.48	0.00	0.00	93.87
2.10	30.00	235.48	2.10	30.00	63.87
4.20	60.00	205.48	4.20	60.00	33.87
6.29	90.00	175.48	6.29	90.00	3.87
8.39	120.00	145.48	6.56	93.87	0.00
10.49	150.00	115.48	6.56	93.87	2.33
12.59	180.00	85.48	8.21	123.87	1.33
14.68	210.00	55.48	8.95	153.87	0.33
16.78	240.00	25.48	9.00	163.63	0.00
18.56	265.48	0.00			
18.56	265.48	2.33			
20.21	295.48	1.33			
20.95	325.48	0.33			
21.00	335.23	0.00			
18.56	335.23	2.33			
20.21	365.23	1.33			
20.95	395.23	0.33			
21.00	404.99	0.00			

Entry Side Vert. Y - Axis	Entry Side Horiz. X - Axis	Exit Side Vert. Y - Axis	Exit Side Horiz. X - Axis

STATE OF TEXAS
BRIAN CYRUS WEBB
95036
LICENSED
PROFESSIONAL ENGINEER
8-30-16

Date: 8-30-16

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve Second Amendment of Lease with Accutrans, Inc. for Relocation of a 1,340 Square Foot Office Trailer and Barge Fleeting Area Located on the South Side of the Corpus Christi Turning Basin to Accommodate Construction of New Harbor Bridge

SUMMARY: As part of the coordination between Flat Iron/Dragados, LLC, the Port of Corpus Christi and TxDOT, in connection with construction of the New Harbor Bridge, Accutrans, Inc. must relocate their existing barge fleeting area and small office trailer they currently lease from the Port Authority at Cargo Dock 3 & 5 on the south side of the Corpus Christi Tuning Basin. Accordingly, staff and counsel have drafted a Second Amendment of Lease to relocate the office trailer and existing barge fleeting area to a location east of their current location as shown on the attached drawing. This relocation will allow for the installation of a large fixed crane where the office trailer is presently located. The terms of the Original Lease Agreement as amended buy the First Amendment of Lease will remain the same.

BACKGROUND: On September 15, 2015, the Port Commission approved a resolution to enter into a Right-of-Way Easement and a Construction Access Agreement between the Texas Department of Transportation (TxDOT) and the PCCA. The Easement and Agreement outline the coordination and cooperation between the PCCA and TxDOT, and TxDOT's developer (Flat Iron/Dragados, LLC), in connection with the design, development, construction, operation, and maintenance of the project. The relocation of these facilities is necessary and the cost of this will be reimbursed by TxDOT in accordance with the Uniform Relocation Act.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: N/A

FINANCIAL IMPACT: Cost of relocation will be reimbursed in accordance with Uniform Relocation Act.

STAFF RECOMMENDATION: Staff recommends approval of the Second Amendment of Lease with Accutrans, Inc.

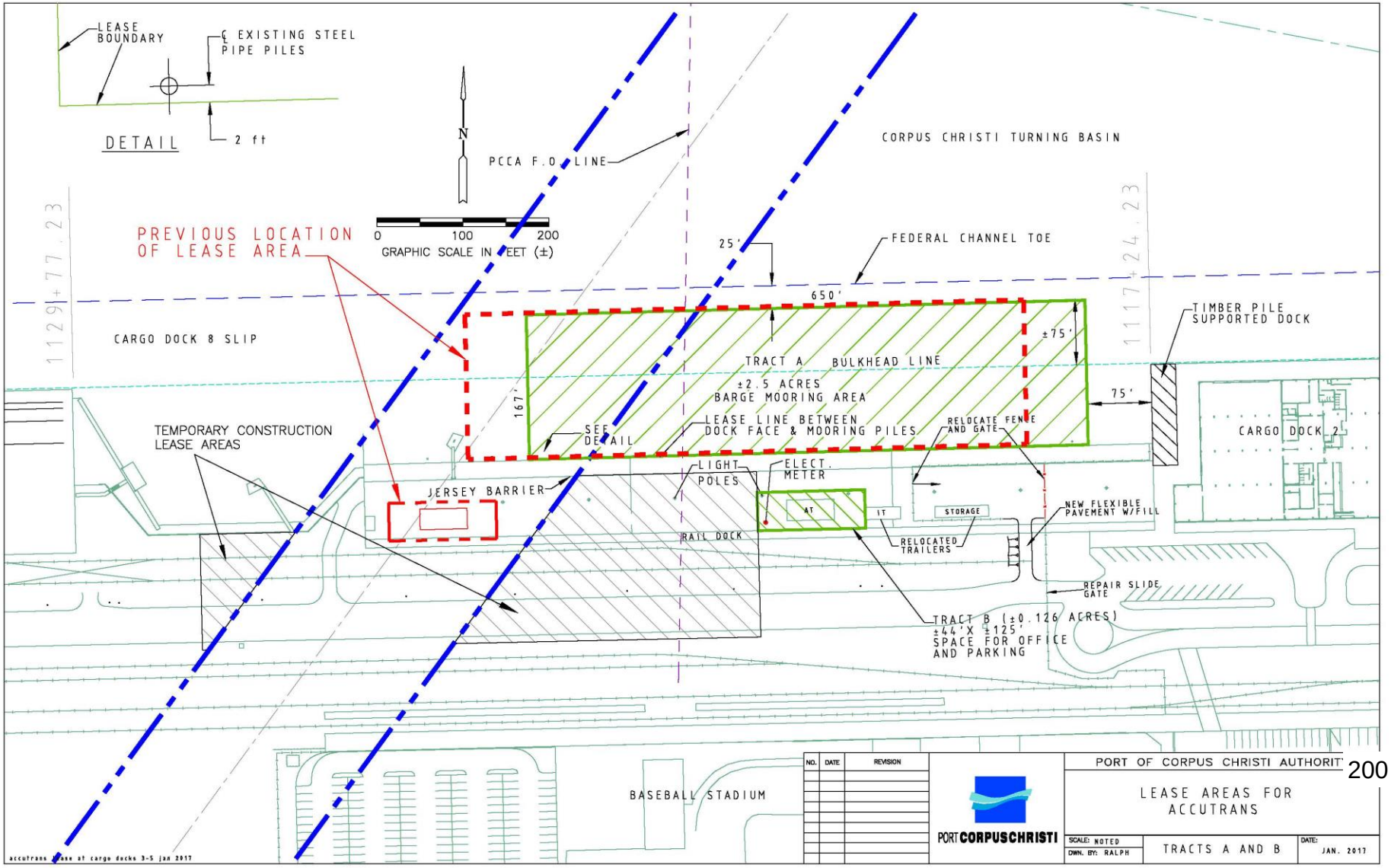
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Department
Reviewed & Approved	Darrin Aldrich
	Brett Flint, P.E.
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Second Amendment of Lease

Approve Second Amendment of Lease with Accutrans, Inc. for Relocation of a 1,340 Square Foot Office Trailer and Barge Fleeting Area Located on the South Side of the Corpus Christi Turning Basin to Accommodate Construction of the New Harbor Bridge



SECOND AMENDMENT OF LEASE

This Second Amendment of Lease ("Amendment") is made and entered into effective as of the 17th day of January, 2017 ("Amendment Date"), between the **Port of Corpus Christi Authority of Nueces County, Texas** ("Authority"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and **Accutrans, Inc.** ("Lessee"), a Louisiana corporation with a permit to do business in Texas. The Authority and Lessee are sometimes referred to herein individually as a "Party," and collectively as the "Parties").

WHEREAS, by a Lease Agreement dated March 12, 2013 ("Original Lease Agreement"), Authority leased to Lessee the surface of the following tracts of land situated in the Inner Harbor of the Port of Corpus Christi (the "Leased Premises"): (1) a 2.5-acre barge mooring area, which is designated as Tract A on the map attached to the Original Lease Agreement as Exhibit A, and (2) a 0.126-acre office and parking area, which is designated as Tract B on the map attached to the Original Lease Agreement as Exhibit A; and

WHEREAS, the Authority and Lessee entered into a First Amendment of Lease effective as of June 11, 2013 ("First Lease Amendment"), which amended the Original Lease Agreement as follows: (1) Tract B of the Leased Premises was replaced with the 0.126-acre office and parking area designated as Tract B on the map attached to the First Lease Amendment as Exhibit A, (2) a portable building located on the new Tract B was added to the Leased Premises, and (3) the annual rent payable under the Original Lease Agreement was increased by $18,000 per year; and

WHEREAS, the Original Lease Agreement as amended by the First Lease Amendment is referred to herein as the "Lease" and capitalized terms in this Amendment shall have the meanings ascribed to those terms under the provisions of the Lease, except as provided herein; and

WHEREAS, the Federal Highway Administration issued a record of decision on January 8, 2016, approving the route of the US 181 Harbor Bridge Project ("New Harbor Bridge") over the Corpus Christi Ship Channel, which will replace the current US Highway 181 Harbor Bridge; and

WHEREAS, the Texas Department of Transportation has entered into a design-build contract with Flatiron/Dragados LLC ("Contractor") for the design and construction of the New Harbor Bridge; and

WHEREAS, the Contractor will be ready to begin construction of the New Harbor Bridge in the near future; and

WHEREAS, the New Harbor Bridge will cross over the Leased Premised; and

WHEREAS, the Authority and Lessee have agreed to move the location of the Leased Premises eastward to allow for the construction of the New Harbor Bridge;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, and in further consideration of the mutual covenants

and obligations contained herein, the Parties hereby agree as follows:

1. From and after the Amendment Date, the Leased Premises will be as follows: (1) a 2.50-acre barge mooring area, which is designated as Tract A on the map attached to this Amendment as Exhibit A, and (2) a 0.126-acre office and parking area, which is designated as Tract B on the map attached to this Amendment as Exhibit A

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 Lease 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 Lease, the terms and conditions of this Amendment shall control.

[Signature page follows this page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

ACCUTRANS, INC.

By: _____
_____
President

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of January, 2017, by John P. LaRue, as Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

(seal)

STATE OF LOUISIANA §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of January, 2017, by _____, President of Accutrans, Inc., on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF _____

(seal)

LEASE BOUNDARY

℄ EXISTING STEEL PIPE PILES

DETAIL

2 ft

N

0 100 200

GRAPHIC SCALE IN FEET (±)

PCCA F.O. LINE

CORPUS CHRISTI TURNING BASIN

1129+77.23

1127+19

CARGO DOCK 8 SLIP

25'

FEDERAL CHANNEL TOE

650'

1117+24.23

TIMBER PILE SUPPORTED DOCK

±75'

TRACT A BULKHEAD LINE

±2.5 ACRES BARGE MOORING AREA

167'

75'

CARGO DOCK 2

SEE DETAIL

LEASE LINE BETWEEN DOCK FACE & MOORING PILES

RELOCATE FENCE AND GATE

TEMPORARY CONSTRUCTION LEASE AREAS

JERSEY BARRIER

LIGHT POLES

ELECT. METER

AT

IT

STORAGE

NEW FLEXIBLE PAVEMENT W/FILL

RAIL DOCK

RELOCATED TRAILERS

REPAIR SLIDE GATE

TRACT B (±0.126 ACRES) ±44'X ±125' SPACE FOR OFFICE AND PARKING

BASEBALL STADIUM

accutrans lease at cargo docks 3-5 jan 2017

NO.	DATE	REVISION

PORT CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

EXHIBIT A

ACCUTRANS, INC.

SCALE: NOTED

DWN. BY: RALPH

TRACTS A AND B

DATE: JAN. 2017

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for the Port Commission Meeting of January 17, 2017

DATE: January 17, 2017

TO: Port Commission

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

Approve a Professional Engineering Services Contract with Lloyd Engineering, Inc. in the Amount of $82,950 for Engineering Services Associated with U.S. Army Corps of Engineers Permitting for New Oil Docks 20 & 21.

SUMMARY: Staff requests the approval of a Professional Engineering Services Contract with Lloyd Engineering Inc. in an amount not to exceed $82,950 for professional engineering services associated with the preparation of a U.S. Army Corps of Engineering (USACE) permit application for new public Oil Docks 20 and 21 on the north side of the Inner Harbor (see attached exhibit).

BACKGROUND: In April 2015, the Commission approved a Lease Option Agreement with KM Liquids Terminals LLC (KM) on approximately 35 acres of waterfront property just east of the Port's Bulk Terminal on the north side of the Corpus Christi Ship Channel to construct and operate a Liquid Bulk Terminal facility. During the option period, KM completed various engineering and environmental studies to prepare a USACE permit application for the construction of waterfront dock and terminal facilities. With much of the permitting work complete, in December 2015, KM terminated its Lease Option with the Port.

Though KM terminated its option, staff believes this is an ideal location for a bulk liquids terminal and is currently in confidential negotiations with a potential tenant for similar development for the same general location. Recognizing the lengthy process necessary for USACE approval for a permit, staff is recommending initiating an effort to obtain a permit prior to finalizing an agreement with the customer. Having a permitted site will enable a project to be expedited once an agreement is finalized with this or another future customer.

KM contracted with Lloyd Engineering Inc. (Lloyd) to perform the engineering associated with the planning and permitting of its waterfront facilities. Lloyd specializes in the design and development of port and harbor facilities and is based in the Houston area and has successfully completed similar projects for various Port customers in the Inner Harbor. Given Lloyd's familiarity with the site and their past experience and work performed for a liquids terminal at this site, staff negotiated the attached Professional Engineering

Services Contract with Lloyd to perform the required engineering and environmental studies necessary for, and to assist the Port's preparation of and application submittal of, an USACE permit to construct PCCA proposed Oil Dock 20 and 21 in this location.

The scope of work of the Professional Engineering Services Contract includes: reviewing existing site information, developing conceptual layouts, updating wetland delineation and surveys, preparing and submitting a USACE regulatory permit application, preparing and submitting a USACE real estate licensing and outgrant application, developing and submitting a sampling analysis plan, assisting with USACE jurisdictional determination, and developing a mitigation plan for impacted natural resources.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project was included in the 2017 Capital Budget. The project is consistent with a goal in the PCCA 2025 Strategic Plan, identified in Strategic Goal #2 – Provide Facilities & Services to Meet Customer Needs to provide surface infrastructure and services to support maritime and industrial development.

EMERGENCY: None.

FINANCIAL IMPACT: This project was included in the 2017 budget, and this contract is in line with the budget for permitting.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Engineering Services Contract with Lloyd Engineering, Inc. in amount not to exceed $82,950 to provide professional engineering services for USACE permitting for new public Oil Docks 20 and 21.

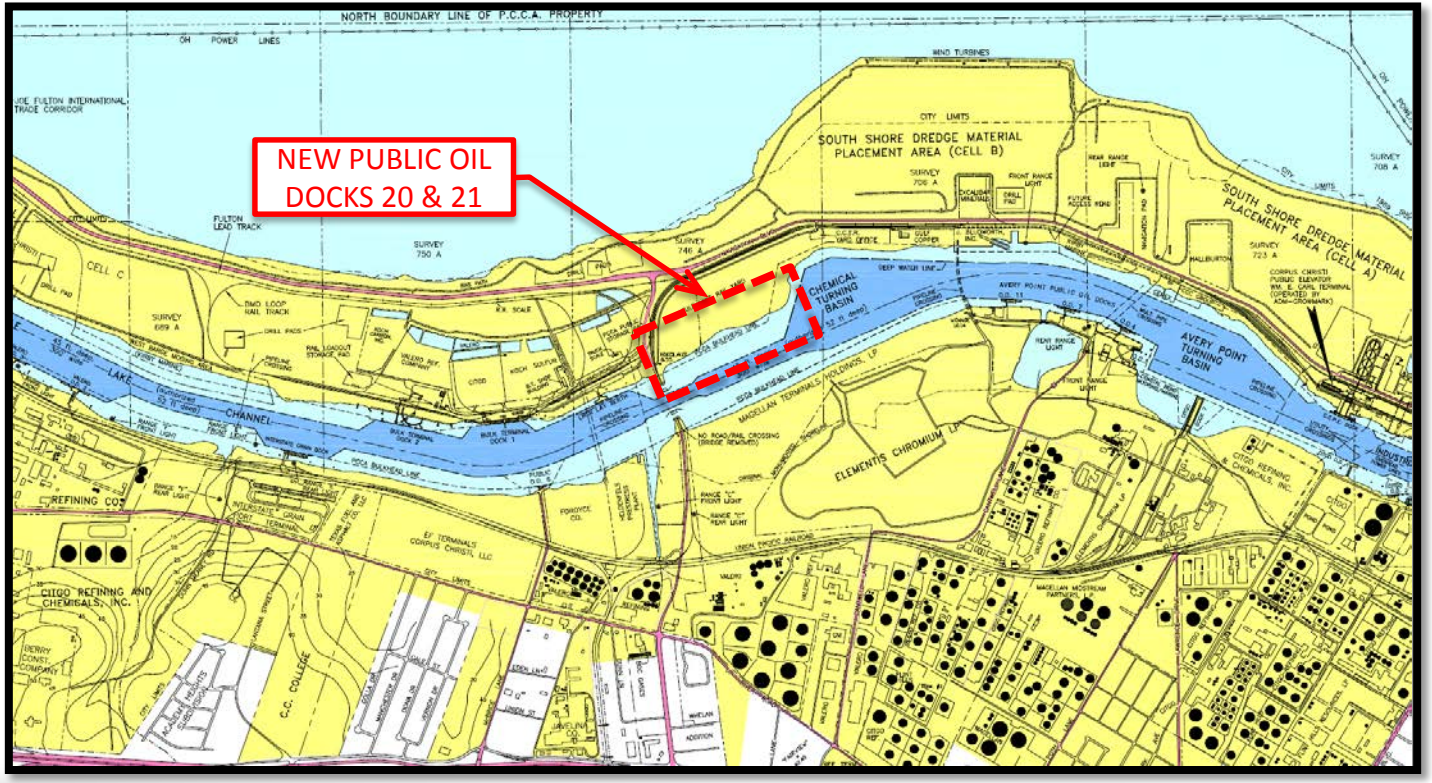
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
	Carlos Martinez
Legal	Standard Professional Services Contract template
Senior Staff	John LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit of Project Location

New Public Oil Docks 20 & 21



PROFESSIONAL ENGINEERING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of January , 2017 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Lloyd Engineering, Inc. ("Engineer"), each a "Party" and collectively as "Parties".

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

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

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before December 31, 2017_(the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

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

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

(Name) Carlos Martinez, P.E.
(Address) P.O. Box 1541, Corpus Christi, TX 78403
(Phone No.) (361) 885-6692
(Email) carlos@pocca.com

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

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

If to the Authority: John P. LaRue
Executive Director
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: john@pocca.com

If to the Engineer: Kevin E. Matakis, P.E.
6565 West Loop S, Ste 708
Bellaire, TX 77401
(832) 426-4656
E-mail:kevin@lloydeng.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use,

promotional materials containing reference to or images related to the work produced under this Contract.

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Eighty-two thousand nine hundred fifty Dollars ($82,950). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

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

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

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any

action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

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

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

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

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

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

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

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

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

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

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

17. STAFFING: Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Engineer's previously assigned personnel, including Engineer's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an

individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

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

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

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

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

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

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain

other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

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

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

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

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

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: John P. LaRue

Title: Executive Director

Date: _____

"Authority"

LLOYD ENGINEERING, INC.

By: _____

Name: _____

Title: _____

Date: _____

"Engineer"

EXHIBIT A

SERVICES

The Engineer will perform the following services in accordance with the terms and conditions set forth in this Contract, as directed by the Authority:

- Review Existing Site Information:
    - Review existing site information, both previously collected and as provided by Authority. Such information includes, but not limited to, the following:
        - Topographic survey
        - Hydrographic survey
        - Proposed current and future channel alignments
        - Property boundary survey

- Develop a minimum of three (3) Conceptual Site Layouts and present to the Authority:
    - Site layouts to developed to include, but not limited to, the following:
        - A continuous bulkhead wharves parallel to the channel
        - Pile supported approach and platform berths parallel to the channel
        - Both parallel options with a third berth adjacent to the Chemical Turning Basin
    - Concepts will include a plan, section, and dredge limits and be laid out to accommodate vessels ranging from inland barges to Aframax tankers (850-ft LOA x 145-ft beam).

- Update Site Studies (wetland delineation and surveys) with assistance of Benchmark Ecological Services, Inc.:
    - Manage and coordinate the efforts of our sub-consultant, Benchmark Ecological Services, Inc. to update existing site studies for the proposed property. Site studies to be revised for the Authority permitting effort include the following:
        - Wetland delineation, threatened and endangered species survey, desktop cultural resources survey, benthic survey, and a hydrogeomorphic analysis (iHGM) to determine the functional value of the wetlands at the site.
    - It is assumed site studies from a previous project at this site will be used for this effort. LEI and Benchmark are awaiting approval from the previous client for use of these studies. If permission is not granted, there will be a need for field work and this proposal will be modified.

- Develop and submit a U.S. Army Corp of Engineers Regulatory Permit Application for entire project:
    - Development of Permit drawings to reflect both a wharf and pile supported berth facility based on approved concepts by the Authority.
    - Development of Corp Permit Application Package.
    - Coordination with the Corp throughout the permit process (assumed 20 hours of coordination effort).

- Develop Real Estate Licensing and Outgrant Application:
    - Prepare and submit a USACE real estate licensing and outgrant application.

- Authority will assist Engineer with information requests related to development of the real estate application package.

- Develop Sampling Analysis Plan and submit to USACE for approval:
  - Develop and submit a Sampling Analysis Plan (SAP) to detail the methods and analyses required for materials testing at the proposed site. Coordinate approval with the USACE for approval of the SAP submitted.
  - No sampling or execution of the SAP are included.

- Jurisdictional Determination with USACE Personnel:
  - Assist with coordination and a site visit with USACE personnel to obtain a Jurisdictional determination of the wetland on the site.

- Identify Permittee Responsible Mitigation Solutions and Develop Mitigation Plan:
  - Develop a mitigation plan in accordance with wetland impacts associated with the construction of the project. Identify potential mitigation sites and options based on experience in the area and by coordinating with mitigation banks, land owners, and Agency resources. Coordinate with Authority to determine which are options are recommended for inclusion in the plan. The mitigation plan will include planning, conceptual design, and agency liaison. The Mitigation Plan will conform to accepted USACE guidelines for submittal with standard 404 and other relevant USACE permit applications.

Services and work identified will be performed as agreed and submitted. Additional work that may be required due to unforeseen issues must be approved by the Authority and will not exceed the amount of this contract.

SCHEDULE:
Deliverables will be submitted by ENGINEER within 6 weeks from Notice to Proceed provided to ENGINEER.

EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not to exceed $82,950, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

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

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

EXHIBIT B

FEE SCHEDULE

2017

Standard Hourly Rates

PRINCIPAL ENGINEER	$195.00/HR.
PRINCIPAL SCIENTIST	$185.00/HR.
PROJECT MANAGER	$185.00/HR.
SENIOR ENGINEER	$175.00/HR.
SENIOR SCIENTIST	$170.00/HR.
ENGINEER	$155.00/HR.
STAFF SCIENTIST	$130.00/HR.
CONSTRUCTION MANAGER	$150.00/HR.
CONSTRUCTION INSPECTOR	$125.00/HR.
CIVIL/STRUCTURAL DESIGNER	$115.00/HR.
CADD TECHNICIAN	$95.00/HR.
SECRETARIAL	$65.00/HR.
TRAVEL (Out of State)	INVOICE COST + 5%
PRINTING & DELIVERY	INVOICE COST + 5%
SUBCONTRACTS	INVOICE COST + 5%

Benchmark Rate Schedule

Item	Staff Level	Unit	Cost/Unit ($)
Senior Scientist	Staff 1	Hour	145
Scientist	Staff 2	Hour	115
Junior Scientist	Staff 3	Hour	90
Senior Technician	Staff 4	Hour	75
Technician	Staff 5	Hour	60
Junior Technician	Staff 6	Hour	45
Clerk	Clerical	Hour	60
Pickup Truck (fuel extra, ≤ IRS allowable rate)		Day	75
ATV (4-wheel drive with trailer) plus fuel cost		Day	185
ATV (6-wheel drive Polaris Ranger with trailer) plus fuel cost		Day	250
24 foot work-boat (plus fuel and oil costs)		Day	300
20 foot work-boat (plus fuel and oil costs)		Day	250
16 foot work-boat (plus fuel and oil costs)		Day	125
Canoe		Day	50
12-14 foot flat bottom boat (without power)		Day	50
12-14 foot flat bottom boat with outboard motor (fuel and oil extra)		Day	100
Pontoon boat (without power)		Day	150
Pontoon with outboard motor (fuel and oil extra)		Day	200
DGPS (Differential Global Positioning System), Sub-meter accuracy		Day	130
DGPS (1-3 meter accuracy)		Day	30
Itronix (or equivalent) field computer		Day	115
Electronic balance (large capacity)		Day	30
Electronic balance (small capacity)		Day	15
Digital Camera (3 megapixel or greater resolution)		Day	20
YSI 63 pH/Salinity/Conductivity Meter		Day	30
YSI 55 Dissolved Oxygen Meter		Day	30
Turbidity Meter		Day	25
Centrifuge		Day	65
Kestrel 4500 Weather Meter		Day	40
Sediment Piston Coring Device		Day	120
Sediment Grab Sampling Device (ekman)		Day	45
Sediment Grab Sampling Device (ponar)		Day	80
Sediment Grab Sampling Device (van veen)		Day	100
Oyster Dredge		Day	40
Water Column Grab Sampling Devices		Day	20
Peristaltic Pump Water Column Sampler		Day	85
Generator		Day	30
Cell Phone		Day	15
Mark-up on Subcontractors and Direct Cost		Cost	+10%

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$500,000 per Occurrence $500,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

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

D.	Business Automobile Liability	$1,000,000 per Occurrence

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

E.	Professional Liability	$2,000,000

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

F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Contractor's Pollution Liability	$2,000,000 per Occurrence (***applicable if Professional Services involve work in/to areas of known or suspected contamination)***

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

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

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

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

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

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of
Januarv 17. 2017

DATE: January 17, 2017

TO: Port Commission

FROM: John LaRue, Executive Director
john@pocca.com
885-6189

EXECUTIVE DIRECTOR'S REPORT

SAFETY

TRIR CONTINUES TO DROP

End of year data is officially in, we have not only met our 2016 goal but have met our 2017 goal as well. We are currently at an amazing 1.9 TRIR. On a side note, we are also at a .47 LTIR which means our lost time is also record low.

JOB SAFETY ANALYSIS (JSA)

JSA participation continues to increase and quality of JSAs are also largely improving as is evident in the decrease in injuries and incidents. Our new interns will be focusing attention at both our Police Department and Maintenance departments as the Bulk Terminal has filled a new Safety and Environmental Position.

EMPLOYEE LEAD SAFETY COMMITTEE

Our Employee Lead Safety Committee will conduct their first Safety Lunch 'N Learn in February, taking the opportunity to introduce each of the chairs and members.

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

Port of Corpus Christi Authority

Monthly Safety Data Report

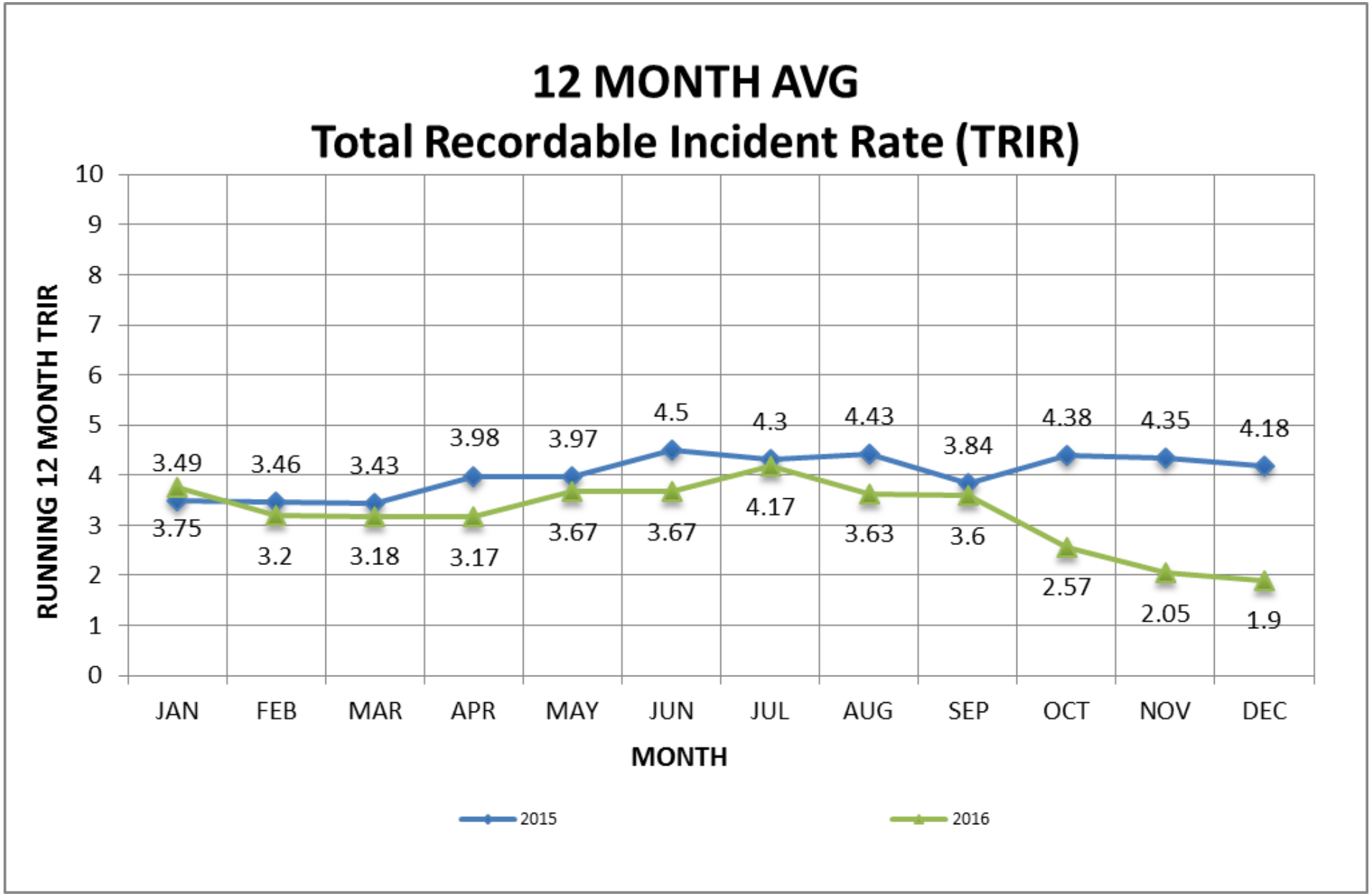
December 2016

Safety	POCCA Employees Total		BMD Operations		Maintenance Operations		PD Operations		Administration Operations	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	212		21		44		48		99	
Hours Worked	43,509	392,875	5,145	45,607	8,429	75,499	10,732	99,776	19,204	171,994
First Aid Cases	2	19	0	5	0	6	1	4	1	4
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 Workday 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)		**2.04**		**0.00**		**5.30**		**2.00**		**1.16**
Types of Injuries										
Slips/Trips/Falls	1	8	0	1	0	3	0	0	1	3
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	0	2	0	1	0	0	0	1	0	0
Other	1	4	0	1	0	2	1	1	0	0
TOTAL	**2**	**23**	**0**	**5**	**0**	**8**	**1**	**4**	**1**	**5**

Days Since Last Lost Time Case	Hours Since Last Lost Time Case	Days Since Last Recordable Injury/Illness	Hours Since Last Recordable Injury/Illness
186	1,488	159	1,272

Date of Last Lost Time Case	Date of Last Recordable
Wednesday, June 29, 2016	Tuesday, July 26, 2016

12 Month Rolling Average		
January 2016 - December 2016:	421,941	Hours Worked
Total **R**ecordable **I**ncident **R**ate (TRIR):	1.90	


12 MONTH AVG
Total Recordable Incident Rate (TRIR)
RUNNING 12 MONTH TRIR
10
9
8
7
6
5
4
3
2
1
0
3.49
3.46
3.43
3.98
3.97
4.5
4.3
4.43
3.84
4.38
4.35
4.18
3.75
3.2
3.18
3.17
3.67
3.67
4.17
3.63
3.6
2.57
2.05
1.9
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH
2015
2016

Incident Report for the Month of December

Incident 1

A Port employee was testing a siren and when it activated the employee was standing too close to the siren causing pain to the employees left ear. The employee then reported this incident to the Supervisor.

Injury Prevention

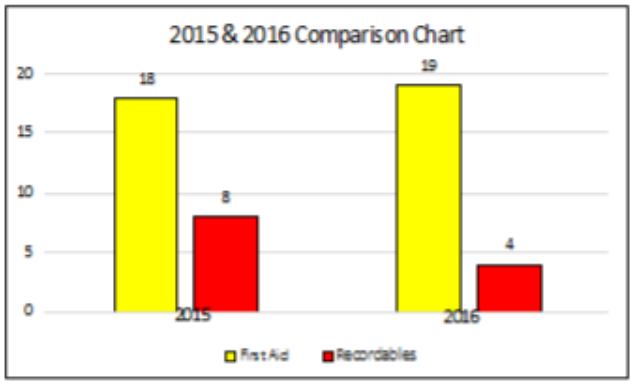
- Job Safety Analysis
- Communication
- Control Individual Behavior
  - aware of surroundings
  - avoid distractions
  - keep eyes on path
  - slow down

Incident 2

A Port employee was walking across the parking lot when the employee lost their footing and fell to the ground. The employee then reported this incident to the Supervisor.

Injury Prevention

- Control Individual Behavior
  - aware of surroundings
  - avoid distractions
  - keep eyes on path
  - slow down



Safety Suggestions

- Response plan for suspicious odors.
  Status: In process
- PD badge access area is too close to the door, may be a safety issue.
  Status: Researching
- Move fleet vehicles to other side of concrete divider
  Status: In process
- Dust vents throughout the building
  Status: In process
- Bathroom between Oil Dock #4 & #7 has a barricade that may be a trip hazard for anyone trying to get to this area.
  Status: In process

November Port TRIR: 2.05
2016 Injuries:
Slips/Trips/Falls = 8
Struck By = 3
Strain/Sprain = 5
Cuts/Lacerations = 1
Other = 6

GOVERNMENT AFFAIRS

LOCAL

- Held port briefing for Nueces County Commissioner John Marez with Commissioner Canales.
- Attended United Corpus Christi Chamber Government Affairs committee meeting and awards banquet honoring Chairman Zahn.
- Attended PICC Public Affairs/Government Affairs committee meeting.
- Attended meetings regarding Voestalpine and City of Portland noise concerns.
- Attended Port customer appreciation reception.

STATE

- Hosted Senator Robert Nichols, Chairman, Transportation Committee to the port and port tour.
- Meetings with Senator Hinojosa and State Representatives to discuss port's legislation.
- Various conference calls with Texas Ports Association to discuss legislative session.

FEDERAL

- Congress passed a continuing resolution to funding the federal government through April 28, 2017. Their biggest accomplishment was passage of the WIIN Act of 2016, which included "new start language" that clarifies previously authorized projects such as the separable elements of our Channel Improvement Project, are not subjected to new start considerations. The WIIN Act was signed into law on December 16, 2016.
- Government Affairs will be monitoring and working with port consultants and the President's transition team regarding trade, tax reform, transportation and funding opportunities regarding our port.

BBC

MEMORANDUM

To: Nelda Olivo

From: Hugo Berlanga

Re: December Report

Date: January 4, 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:

The Legislative Budget Board set the Constitutional spending limit at just over $99 billion for the 2017 Legislative session. The Legislature will only be allowed to spend $99.8 billion in general revenue for the upcoming session's appropriations bill.

Governor Abbot announced the appointment of Rolando Pablos as the Secretary of State of Texas. Pablos formerly served as chairman of the Texas Racing Commission. The appointment takes effect January 5, 2017. Pablos takes over for Carlos Cascos, who resigned this month.

A new federal law: the Cross-Border Trade Enhancement Act, which lawmakers say will decrease wait times and increase productivity at the country's ports of entry, was signed by President Obama. The bill allows private businesses and local governments to pay for increased staffing and infrastructure improvements at ports of entry. Sen. Cornyn (R-Texas) authored the bill and Rep. Cuellar (D-Laredo) sponsored the bill in the House. The legislation makes a pilot program, which began in 2013, permanent.

- Attended the meeting with Sen. Nichols with Port members and staff at the Ortiz Center on December 5, 2016;
- Attended the Port Christmas Celebration at the Ortiz Center on December 17, 2016;
- Attended the Port Board meeting on December 14, 2016;
- Attended a meeting with Sen. Chuy Hinojosa, Chairman Charlie Zahn, Gen. Counsel Jimmy Welder, Executive Director John LaRue and Port staff on December 19, 2016;
- Attended the meeting with Rep. Abel Herrero, Chairman Charlie Zahn, Gen. Counsel Jimmy Welder, Executive Director John LaRue and Port staff on December 21, 2016
- Attended the meeting with Rep. Todd Hunter, Chairman Charlie Zahn, Gen. Counsel Jimmy Welder, Executive Director John LaRue and Port staff on December 21, 2016;
- Attended a meeting with Sen. Eddie Lucio in Kingsville regarding Port legislation on December 21, 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.

T. Finley
Consolidated Progress Report
December, 2016

- Monitored and reviewed House and Senate interim charges issued by the Speaker and Lt. Governor.

- The Texas Sunset Commission has released the TXDoT Sunset report, final recommendations to be approved January 11.

- Meeting with TCEQ Commissioner Toby Baker was moved to 12/20. Discussed framework for a POCC visit in the Spring. Also discussed status or RESTORE Act grants. Grants are currently under review by the Governors Office. After review is complete, the recommended projects will be published for public comment then submitted to US Treasury for final approval.

- Met with GLO regarding Coastal Resiliency plan and coastal funding priorities for 2017 Session. The GLO is asking for a dedicated funding source for the CEPRA program allocated from a portion of the hotel/motel tax. GLO also requesting $30 million from the economic damage settlement from BP to fund the Coastal Resiliency master plan.

- Legislature: Session begins January 10
    - Bill filing has begun. Will monitor bills of interest.
    - SB 2 was filed by Senator Bettencourt regarding public vote and property tax cap. New rollback threshold is 4%, reduced from 8%. A 4% property tax increase automatically triggers a roll back election.

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

From: Brian Yarbrough and Janiece Crenwelge
Date: December 31, 2016
Re: Activities on behalf of Port Corpus Christi during December 2016

December 1: Research and review of Texas Ports Association draft legislation for the 85th Legislature. Meetings with Lt. Gov. Dan Patrick and staff, Sen. Lois Kolkhorst (R-Brenham, Senate Finance and Transportation Committees), and Rep. Todd Hunter, regarding Port issues in the upcoming 85th Texas Session.

December 2: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff. Meeting with Rep. Four Price (R-Amarillo, House Appropriations and Calendars Committees) regarding port funding objectives in the 85th Legislative session. Review of Port correspondence regarding the issuance of the interim report of the Texas Senate Select Committee on Texas Ports.

December 4: Travel to Corpus Christi for meeting with Sen. Robert Nichols (R-Jacksonville), Chair of Senate Transportation, and staff prior to Port briefing and tour.

December 5: Travel to Corpus Christi and attendance at Port tour and briefing with Sen. Nichols and Port Commissioners and staff. Meeting with Sen. Charles Perry (R-Lubbock), Chairman of the Senate Committee on Ag, Water and Rural Affairs, and promotion of Texas agriculture and Port interests. Meeting with Rep. Abel Herrero for Port issues update.

December 7: Meeting with Luis Moreno, Sen. Hinojosa's chief of staff, to request that Sen. Hinojosa's office submit draft requests to Legislative Council for Port legislation related to extending the maximum term of a franchise from 30 to 50 years and to clarify process on Port's depository account for Port revenue. Attend and monitor the House Transportation Committee meeting for Port issues. Attend and monitor the House Transportation Subcommittee on Long-Term Infrastructure meeting for Port issues. Follow up meeting with Sen. Robert Nichols after Port briefing.

Meeting with George P. Bush, Texas Land Commissioner, for Port issues update and interactions with the General Land Office.

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

December 12: Review Port Commission correspondence to Sen. Nichols and follow up to Port briefing. Review of Port correspondence regarding tariff increases.

December 14: Correspondence with Nelda Olivo regarding legislation to clarify taxable nature Port property. Communication with Luis Moreno, Sen. Hinojosa's chief of staff, regarding legislative drafting.

December 15: Meeting with Jay Dyer, Gov. Abbott Legislative Director, regarding Port response to water emergency in Corpus Christi. Teleconference and follow up correspondence with Sarah Garza, Port Director of Environmental Planning & Compliance for update on Port response to the water emergency.

December 16: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff. Preparation and transmission of report on pre-filed legislation affecting Port interests to John LaRue and Nelda Olivo.

December 19: Email correspondence with Nelda Olivo regarding Port delegation meeting and proposed legislation. Research and review of same.

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

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

December 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.

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Suite 950
Arlington, VA 22209
(202) 459-0804 (Office)

MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: January 1, 2017
Re: Monthly Report

Transition

The incoming administration's transition picked up the pace of appointments in December. The President-elect selected Exxon CEO Rex Tillerson as has choice for Secretary of State. Tillerson should be confirmed, although his confirmation hearings will likely revolve more around his relationship with Russia and Vladimir Putin, as well as the President-elect's warm statements towards the Russian leader. By virtue of his career, Tillerson is seen as an internationalist, which contrasts with the President-elect's nationalism.

The President-elect tapped South Carolina Congressman Mick Mulvaney as his OMB Director. Mulvaney was a prominent Member of the ultra-conservative Freedom Caucus, which forced the government shutdown of 2013.

The incoming administration has named Wilbur Ross as Secretary of Commerce. Ross is a former investment banker who specialized in acquiring distressed businesses. He is also seen as a Sinophile, which could conflict with President-elect's stances on China and its economic policies

The transition also named Professor Peter Navarro as Chair of the new National Trade Council. This new White House policy position will coordinate trade policy among federal agencies and with private sector stakeholders. Navarro is trade skeptic and author of "Death by China: Confronting the Dragon."

FY17 Budget

Congress passed and the President signed a continuing resolution funding government programs

through April 28, 2017. While the new Congress and Administration might make some adjustments to FY17 spending, the move was likely taken for two reasons - passage of riders and preserving the flexibility to pass a budget and use the resulting reconciliation process to pass a priority agenda item. Most bills in the Senate require 60 votes to end debate and move to final passage. However, bills implementing a budget resolution only require a simple majority to end debate.

By preserving the opportunity to pass an FY17 budget, Congress will give itself one additional opportunity to use the reconciliation process to move forward one of its priorities.

WRDA

The President signed the Water Infrastructure Improvements for the Nation Act into law on December 16, 2016. This includes provisions that treat “separable elements” of previously authorized projects as continuing project and thus not subject to “New Starts” considerations.

We prepared talking points for the port Commissioner Engel to discuss with associates of Senator Cornyn.

Tax Reform Proposal

Under current law, corporations are taxed on their profits, which are roughly defined as revenues minus costs, at a marginal rate of 35 percent. Costs are things like state and local taxes, the cost of goods sold, interest payments, and other business inputs. Businesses that purchase capital investments need to depreciate, or write off, the cost of those goods over many years or decades. In addition, U.S. corporations are taxed on profits they earn overseas and bring back to the U.S. minus a credit equal to the taxes they paid overseas on that income.

A border-adjusted tax is a tax that is applied to all domestic consumption and excludes any goods or services that are produced here, but consumed elsewhere. So essentially the costs any product made overseas could not be deducted from corporate taxes. Conversely, the profits from any product exported overseas would not be subject to any tax.

This House proposal has raised concerns among the shipping industry and retailers in particular. It is not a particularly partisan proposal - however, the larger tax reform proposal will likely include other measures that are highly partisan.

In the Senate, Finance Committee Chairman Orrin Hatch has stated that he believes any tax reform proposal needs to be the result of a bipartisan agreement.

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Firm Client:	Port of Corpus Christi Authority, Texas
Primary Client Team:	Barry Rhoads, Steven McKnight, Andrew Forbes, and Kaleb Froehlich
Services Period:	December 1-31, 2016

Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

- Substantive consulting on federal government issues on behalf of PCCA
  - Provided input on need for Executive Branch meetings related to effort to gain approval for Project Partnership Agreement (PPA") and funding for Channel Improvement Project.
  - Reported on Executive Branch transition policy and personnel issues, including anticipated timeline for Administration submission of FY18 budget request.
  - Discussed potential Executive Branch meetings contingent upon status of Corps of Engineers approval process for PPA.

- Legislative Liaison and Monitoring
  - Input and transmittal to client of Congressional letter to Trump Administration of importance of Corpus Christi Ship Channel Project.
  - Input on talking points for Port Commission use in advocating for passage of the Water Infrastructure Improvements for the Nation Act" (the "WIIN Act") with Congressional delegation.
  - Advocated on behalf of client on WIIN Act provision changing cost sharing re 50 foot dredging depth.
  - Reported on text, status, and ultimate passage into law of WIIN Act.
  - Began planning for Congressional meetings for January trip to Washington, DC by Port representative.
  - Discussed 2017 government relations plans with Port representatives, including expanded liaison to Members of Congress.

- Client Contact and Team Coordination
  - Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue and Government Relations Manager Nelda Olivo.
  - Conferred with other consultants on coordination of government relations efforts and third party allies.
  - Reviewed news media coverage of new developments at Port and other PCCA activities.

BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Vessel calls during Dec:
    a. Wind energy cargo vessels: 9 (historic record month for the Port)
- 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.
- Staff continued collaboration with internal Engineering Department regarding project to enhance a new potential laydown area on Southside.
- Staff continued internal and external collaboration efforts towards new laydown site at Rincon for confirmed Q1 wind energy cargo components.
- Staff hosted Canadian logistics provider for POCC presentation and site tour, including Papalote Creek Wind Farm, for overview of handling of wind energy cargo.
- Staff engaged with Chinese wind manufacturer regarding 2017 project near Austin.
- Staff discussed wind energy blade export opportunity ex Mexico to Pakistan with logistics provider.
- Staff discussed with logistics provider potential import of blades ex Brazil for wind farm under construction in Minnesota.
- Staff secured meeting with San Antonio media publication for discussion and Corpus Christi site tour regarding wind energy cargo.

PROJECT CARGO

- Vessel calls during Dec:
    a. Project cargo vessels: 4

DRY BULK CARGO

- Had phone conversations with entity seeking to handle bulk-salt in 2017. However, will move forward with this potential business as long as they firstly cover the outstanding rent owed by the company taken over by them.
- Support Master Study Plan for Bulk Terminal, met with Cardo team.
- Continue to support environmental improvements at Bulk Terminal.
    - Working with staging of scrap for load out at Rincon Canal A on barges.
    - Working with identifying best cranes for Bulk Terminal cargoes.

GENERAL CARGO

- Continue to work with pipe coating entity on storage needs for construction of new facility in Robstown and imports of pipe for 2017 delivery.
- Continue to work on pipe projects from CC To Mexico. Gas pipelines imports.
- Support storage requirements yard for pipe inventory and distribution.
- Working with new interest for bulk and supersack cargo in our general warehouses.
- Working with client on plywood imports.
- Support Military deployment out of CD 8.

LATIN AMERICA TRADE

- Received comments from Pharr International Bridge on seeking to renew our MOU in 2017. The various energy projects anticipated for northern Mexico could transit faster via this bridge.
- Coordinating with our Colombian, MOU colleagues, a logistics platform to offer cost savings to the Mexican steel manufacturer who is loading bulk materials within their private terminal.
- For the month of December we had 14 Port information request from Central American entities.

GENERAL ACTIVITIES

- Continue dialogue with one of the most important global liquid storage entity seeking to expand their liquid tank-storage capacity within our area.
- Continue to support environmental strategic plan with meetings and planning.
- Staff assisted with wind and project cargo identification for accurate billing of monthly open yard and covered storage.
- Staff published two tariff language updates.
- Staff continued to work with stevedoring and freight handling entities regarding 2017 Stevedore & Freight Handlers renewal licenses, including submittal of required environmental documentation.
- Staff initiated efforts to secure external consultant for tariff review.
- Staff attended Belgium Delegation Reception in Austin.
- Staff assisted with Port tour and received Commander's Excellence Award from Institute for Defense & Business and Team Radford.
- Staff attended initial Strategic Plan meeting hosted by Director of Business Development and co-hosted by Market Strategist & Financial Analyst.
- Staff published Commission approval of PPI increase in 2017 on PCC website and via email to all PCC customers and users.
- Staff participated in conference call with MARAD & SDDC regarding PCC facility updates.
- Staff collaborated with internal departments towards accurate magazine article for UK publication.

FOREIGN TRADE ZONE

FTZ Manager continues to work with M&G and CBP to move all cargo from Bulk Terminal Site to new temporary FTZ site at M&G facility. Also, working to deactivate temporary FTZ sites not in use.

Voestalpine continues to work with FTZ Board and CBP for approval to modify and add a 3rd production notification request for byproducts to their active FTZ site.

FTZ Manager has submitted FTZ authority and production notification request to FTZ Board for Superior Weighting Products, LLC.

FTZ Manager continues working with all Operators on submission of the Customs Annual Application for FTZ Activity Permit. Reporting of this annual FTZ activity is a requirement for all operators.

ORTIZ CENTER - OVATIONS

The month of December was, as expected, challenging with the oil and gas market and the cancellation of several of our high revenue producing holiday parties. Even with that, year over year sales were only down by 5%. While we had higher expenses this year with the management retention review and significant benefits increase, we are excited to report that we were able to maintain our sales, even in a weak economy. In addition, with the closing of the Town Club, we helped several organizations that were displaced find a home for their meetings that they were not able to find elsewhere due to their expense restraints.

Maintaining our year over year sales can be attributed to retaining our sales and management team allowing for us to constantly be focused on retaining current business while adding new and diversified business while provided the highest level of services to our clients and guests.

As we say goodbye to 2016, we are extremely excited to report that as we enter into 2017, we do so with over $1 million in advanced bookings. This is 30% higher than any year past, indicating that this year will be an amazing year for us here at the Ortiz Center.

As part of our continued commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided over $278,500 in discounts and sponsorships to various non-profit and Community Based Organizations this month. 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	$125,957
November	6,008	54	$249,715
December	4,722	35	$214,650
4th Quarter	**15,462**	**127**	**590,322**
YTD Total	**56,526**	**529**	**$2,234,485**

COMMUNICATIONS

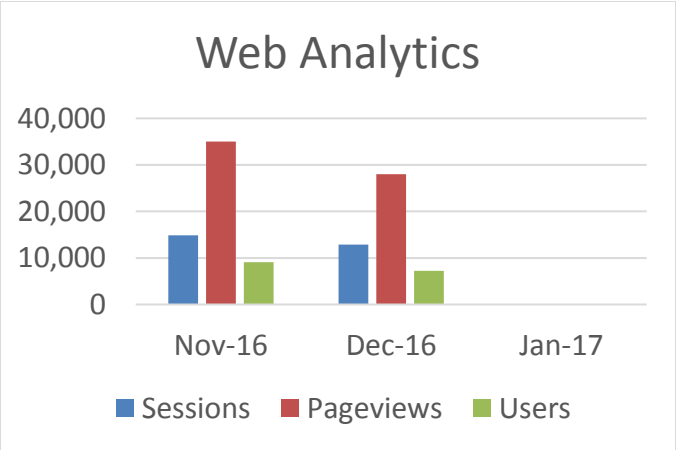
DECEMBER STAFF & EMPLOYEE EVENT

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

- Reviewed 2017 Marketing Plan and Creative for B2B
- "Feel 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 Safety meetings
- Attended CVB monthly meeting
- Attended VCS Board Meeting
- Planned & Participated at annual AAPA Latin America Conference
- Planning upcoming 2017 conferences & tradeshows
- Planning annual visits to BNSF headquarters.
- Supported Commissioners presentations at different area organizations.
- Planned of Annual Port Users Christmas event

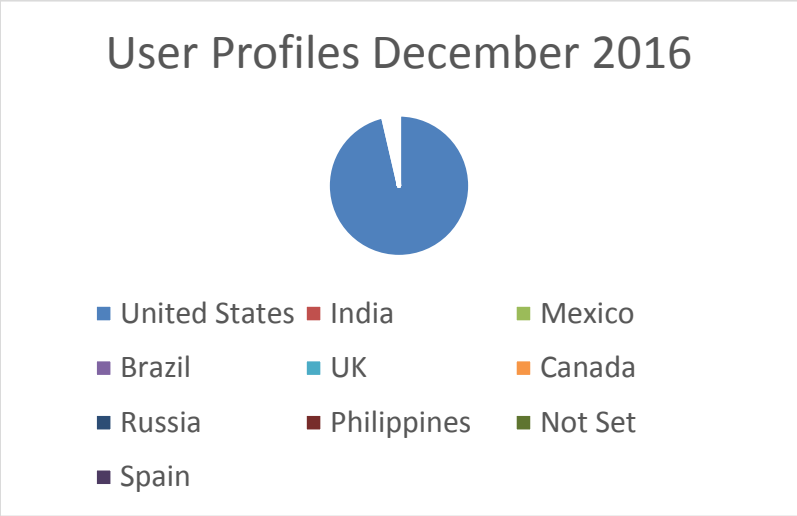
NEW MEDIA MARKETING MANAGEMENT

- **PortOfCorpusChristi.com (December 1 – 31,2016)**
  - Website Analytics
    - 12,897 Sessions
    - 28,036 Pageviews
    - 7,249 Users



- **User Profiles**

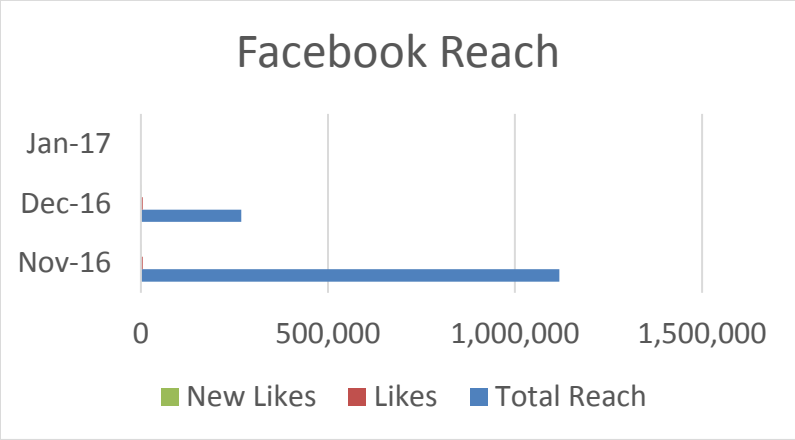
Country	Sessions	% Sessions
United States	12,122	93.99%
India	110	0.85%
Mexico	61	0.47%
United Kingdom	59	0.46%
Canada	44	0.34%
Russia	44	0.34%
Philippines	27	0.27%
Not Set	26	0.20%
Spain	25	0.19%



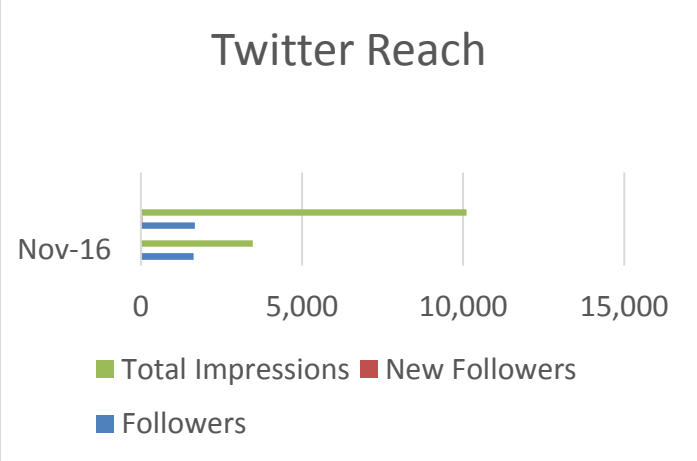
- **Top Traffic Source**

Source	Sessions	%New Sessions
Organic Search	4,785	45.58%
Direct	4,501	35.44%
Other	2,052	83.72%
Referral	969	17.13%
Social	587	65.93%
Email	3	66.67%

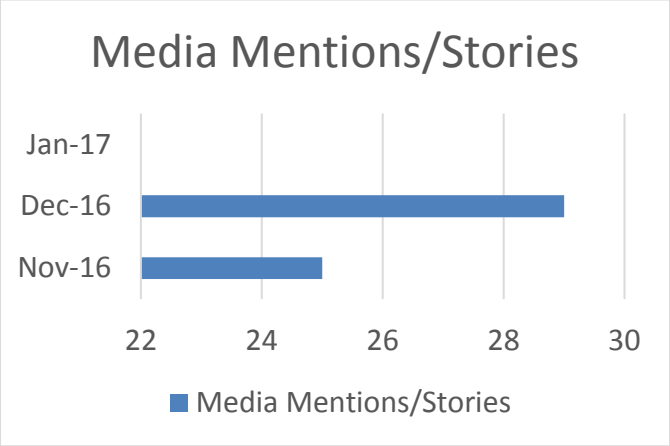
- **SOCIAL MEDIA** – (December 1 – 31, 2016)
  - Facebook
    - 5,065 Likes
    - 25 New Likes
    - 267,946 Total Reach (Organic and Paid)



  - Twitter
    - 1,631 Followers
    - 31 New Followers
    - 3,475 Impressions (Organic)



- Media Mentions/Web Stories (December 1 – 31, 2016)
  - 29 Mentions (Communications - News and Social - EDR - December 2016)



Photo/Video/Documentary

- Port events
- Employee Photos
- Port ops

Media, Marketing, Community & Public Relations

- Media coordination at events
- Coordinate Publication/Release of Employee Newsletter

MARKETING RECAP WITH MDR:

Marketing Recap: December capped off a very busy 2016. MDR worked with several Port departments to update designs for 2017.

Port PD received a new Ford Interceptor and designs for the wrap have been developed. PD is also focusing on their analysts and working on a logo just for them.

A new Powerpoint template for 2017 has more white space for content and photos.

MDR continues to work with Communications and Business Development on the media advertising placements for 2017.

To start the New Year, the Port ran full page ads in the Caller Times and area newspapers, sharing its 2017 New Year's Resolution.

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: $78,123

ONLINE ADVERTISING: Click-thru to portofcc.com:

aapa-ports.org ajot.com americaeconomia.com breakbulk.com centralamericadata.com drycargomag.com expansionsolutionsmagazine.com globaltrademag.com guiamaritimo.com heavyliftpfi.com inboundlogistics.com joc.com latintrade.com nacleanenergy.com seatrade-maritime.com T21.com.mx transportjournal.com
Total Click Thrus to portofcc.com: 2,319 *A "CLICK' measures each time our ad was clicked and the visitor was directed to the Port website.*

Notes: Overall web sessions were up 15.7% in 2016 compared to 2015. Page views also went up by 14.67%. Goals for 2017 are to increase the number of pages per session and the amount of time the user stays on the website.

We are planning to change the method of ad delivery by targeting audiences by their behavior, geographical boundaries (i.e. conference attendees), and their searches.

*AAPA Seaports Convention Issue**** *AWEA Show Directory**** *Asociación Nacional de Importadores y Exportadores* *Breakbulk Magazine* *Dry Cargo International* *Expansion Solutions Magazine**** *Fairplay Magazine* *Global Trade Magazine* *Journal of Commerce – Texas Dir.* *Laredo Morning Times* *Maritime Executive* *Mexico Energy* *N. American Clean Energy* *Seatrade – Panama Review* *SHALE Magazine* *Shippers Today* *T21 Revista* *Todo Logistica*
Total Circulation: 572,764
** Bonus distribution at conferences.

Notes: In 2016, the print budget was decreased from $124,981 in 2015 to $74,253, a decrease of 40.5%. This was in an effort to keep up with the way information is consumed in a more digital environment.

In 2017, we are planning another decrease on print advertising. The 2017 Media Plan Proposal has the total print budget set at $38,322, a decrease of 48.4% from 2016, and a 69.3% decrease from 2015. Te budget pulled from print will be allocated to various digital advertising formats to include traditional banner ads, search, and geo-fencing.

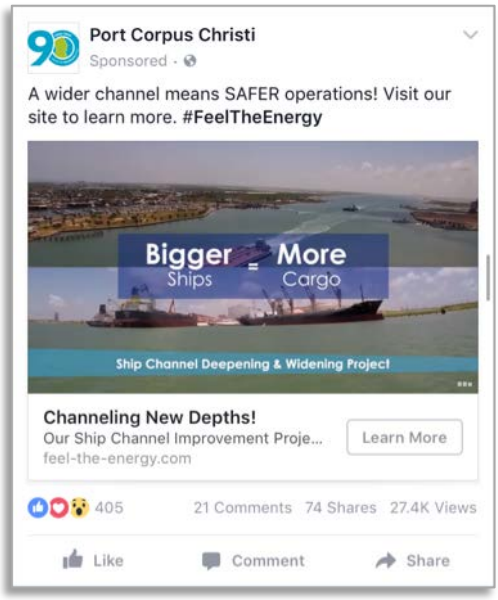
FEEL THE **ENERGY**

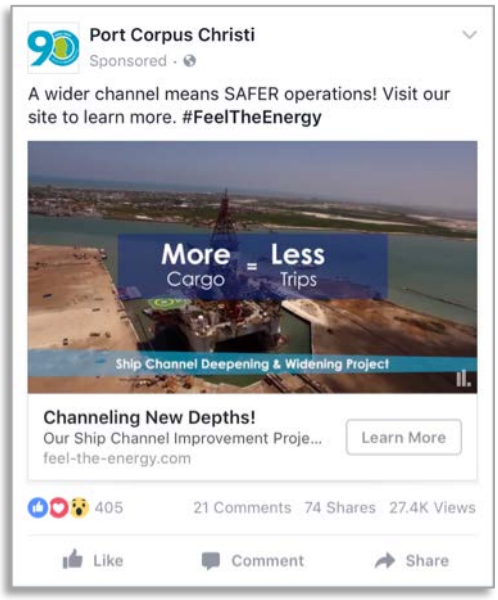
Media Recap: **2016 Campaign**

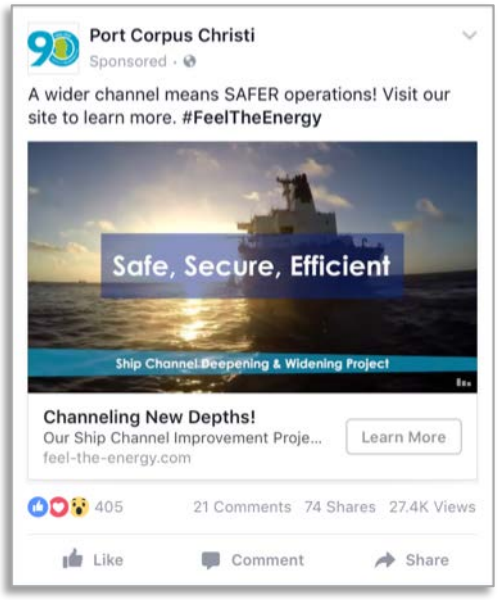
This year the media plan consisted of print, digital, and non-traditional advertising.

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

Print	***Online***	***Ride in Theater***	***HOOKS***	***Movie Theaters***
Caller-Times *Beeville Publishing* *Aransas Pass Progress* *Nueces County Record Star* *Port A South Jetty* *Padre Island Moon* *San Patricio Publishing*	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	Est. Impressions to Date: 81,766





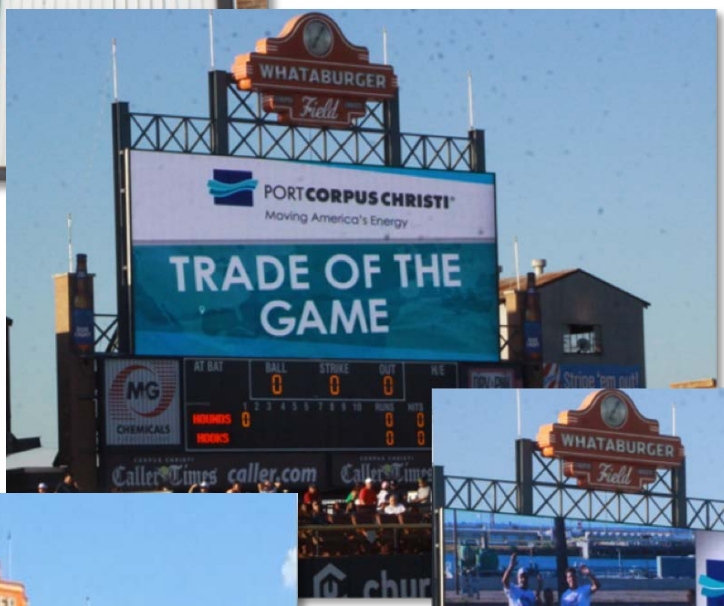


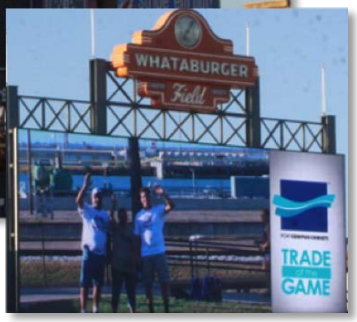
HOOKS In-Game Promotion: Trade of the Game

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

PORT CORPUS CHRISTI
TRADE of the GAME
AT BAT
BALL
STRIKE
OUT
H/E
RUNS
HITS
ERR


WHATABURGER
Field
PORT CORPUS CHRISTI
Moving America's Energy
TRADE OF THE GAME
MG CHEMICALS
Caller-Times
caller.com


WHATABURGER
Field
TRADE of the GAME

WHATABURGER
Field
66,000
related jobs

PCC
PCC

GO TO REPORT

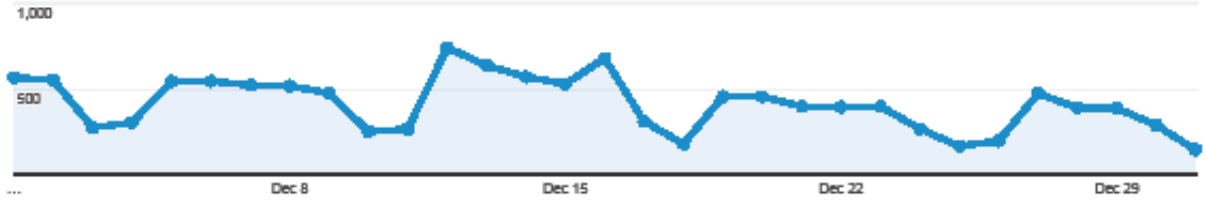
Audience Overview

Dec 1, 2016 - Dec 31, 2016

All Users
100.00% Sessions

Overview

Sessions



Sessions	Users	Pageviews
12,897	7,249	28,036

Pages / Session	Avg. Session Duration	Bounce Rate
2.17	00:01:56	52.31%

% New Sessions
46.89%

	Country	Sessions	% Sessions
1.	United States	12,122	93.99%
2.	India	110	0.85%
3.	Mexico	61	0.47%
4.	Brazil	59	0.46%
5.	United Kingdom	59	0.46%
6.	Canada	44	0.34%
7.	Russia	44	0.34%
8.	Philippines	27	0.21%
9.	(not set)	26	0.20%
10.	Spain	25	0.19%

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PORT CORPUS CHRISTI

EDR Major Event Tracker: December 2016

Date	Event	Location	Type
December 1, 2016	Pilot Working Group	Port Offices	Meeting
December 1, 2016	Hillcrest Conference Call	Conference Call	Meeting
December 1, 2016	AHMSA Postmortem	Port Offices	Meeting
December 1, 2016	Algoma Shipping	Port Offices	Meeting
December 1, 2016	Meet with voestalpine	Port Offices	Meeting
December 2, 2016	Status Sherwin (Copano)	Port Offices	Meeting
December 2, 2016	Ovations Contract	Conference Call	Meeting
December 3, 2016			
December 4, 2016	Judge		
December 5, 2016	Voluntary Relocation Progress Report	Conference Call	Meeting
December 5, 2016	Compesnation Study	Port Offices	Meeting
December 5, 2016	CITGO	Port Offices	Meeting
December 6, 2016	TX Senator Nichols Brief	Port Facilities	Tour/ Presntation
December 6, 2016	Audit Committee	Port Offices	Meeting
December 6, 2016	Commission Budget Workshop	Port Offices	Meeting
December 7, 2016	Skymine/salt	Conference Call	Meeting
December 7, 2016	Judge Simpson	Port Offices	Meeting
December 7, 2016	Strategic Plan Follow-up	Port Offices	Meeting
December 7, 2016	Port Holiday Mixer	Ortiz Center	Special event
December 8, 2016	Project Coordination	Port Offices	Meeting
December 8, 2016	Valero Bill Greehay	Valero	Meeting
December 8, 2016	MPO Transportation Policy Committee	City Hall	Meeting
December 9, 2016	Status Sherwin (Copano)	Conference Call	Meeting
December 10, 2016			
December 11, 2016			
December 12, 2016			
December 13, 2016	Commission Meeting	Ortiz Center	Meeting
December 13, 2016	STEER Millennial Installation	Houston	Meeting
December 13, 2016	FTA Board Meeting	San Antonio	Meeting
December 14, 2016	Director of Operations Interviews	Port Offices	Meeting
December 14, 2016	County Commissioner Marez Briefing	Port Facilities	Meeting

December 14, 2016	Safety Lunch & Learn	Port Offices	Luncheon
December 14, 2016	Strategic Plan Meeting	Port Offices	Meeting
December 15, 2016	Wellness Committee	Port Offices	Meeting
December 15, 2016	COE Working Strategy	Port Offices	Meeting
December 15, 2016	Hillcrest Conference Call	Conference Call	Meeting
December 16, 2016	Leadership & Professional Development	Conference Call	Meeting
December 17, 2016			
December 18, 2016			
December 19, 2016	Harbor Bridge	Conference Call	Meeting
December 20, 2016	Wellness Subcomittee	Conference Call	Meeting
December 21, 2016	Review Copano Operating Costs	Port Offices	Meeting
December 21, 2016	Port Legislation with Herrerro; Hunter		Meeting
December 21, 2016	Exxon Portland Resolution	Conference Call	Meeting
December 22, 2016	Hillcrest/Harbor Bridge	Conference Call	Meeting
December 23, 2016			
December 24, 2016			
December 25, 2016			
December 26, 2016			
December 27, 2016			
December 28, 2016			
December 29, 2016			
December 30, 2016			
December 31, 2016			

HILLCREST

1.1 Port of Corpus Christi

(a) Summary of activities

The month of December was slow and concerning. Several property owners called into the DRA office asking when they will receive their offers. Other's called in asking about a rumor heard pertaining the entire project being cancelled. The DRA team spent time counselling and consoling property owners and attempting to set the record straight that the Bridge project is not on hold only acquisition and relocation offers. DRA team members explained that all other work continues. Half of the property owners understood the other felt that this event is yet an example of systematic racism targeted at the Hillcrest community.

Community outreach was the focus this month, dealing with incoming calls, request for meetings, Team DRA organized a dinner for Hillcrest residents, a toy drive and Christmas tree give away. During the month of December, the City of Corpus Christi had a water contamination issue. This caused the residents of Hillcrest to seek assistance from DRA and the City Liaison. Cases of water was supplied to many residents free of charge by the Port of Corpus Christi.

Door to door canvassing continued through the first week of December with follow up calls to Landlords well into the month. Many hours have been spent reviewing the survey data, cleaning up the data and clarifying responses.
Below is a summary of meetings and events held in addition to the walk-in and complaints received from owners regarding the moratorium.

Date	Activity
12/1/2016	Sandra S. & Michael P. Home visit and program introduction meeting
12/1/2016	Hillcrest Voluntary Acquisition & Relocation Program weekly conference call
12/2/2016	Manual A. (Hillcrest Resident) Program introduction meeting
12/6/2016	Realtor Advisory Board meeting
12/7/2016	Staff meeting to discuss Hillcrest project
12/8/2016	Hillcrest Voluntary Acquisition & Relocation Program weekly conference call
12/8/2016	Flatiron Dragados-TxDOT Public Hearing
12/8/2016	PORT Hillcrest Holiday Tree Giveaway

12/12/2016	Citizen Alliance Meeting
12/12/2016	Jesse M. (Hillcrest Resident) Program introduction meeting
12/15/2016	Hillcrest Voluntary Acquisition & Relocation Program weekly conference call
12/15/2016	DRA Hillcrest Holiday Appreciation Dinner Give Away
12/16/2016	Staff Meeting to discuss Hillcrest project
12/16/2016	Holiday Dinner for Hillcrest Residents
12/17, 18, 19/2016	PORT Hillcrest Water Shortage Giveaway
12/19/2016	DRA Partner Appreciation Reception
12/27/2016	Miguel A. Home visit to sign relocation documents and program introduction meeting
12/28/2016	Miguel A. Home visit to sign updated relocation documents

(b) Total parcels acquired by ROW Contractor /total eligible parcels
No parcels have been acquired to date.

(c) Information on appraisals performed on specific properties

Parcel ID	Owner Reference	Status	Parcel ID	Owner Reference	Status
410	Tovar-Rodriguez	Approved	830	Thomas	Approved
430	Milligan	Approved	833	DoubleDare	Initiated
460	Momphid	Approved	837	Castillo	In Review
468	Robledo	Initiated	839	Wolfson	Initiated
473	Mazeda	Approved	840	Wolfson	Initiated
477	Banda	Approved	856	Guzman	Approved
487	Aguilar	In Review	858	Wolfson	Initiated
488	Aguilar	Approved	860	Grande	Approved
492	Rodrigues	Approved	862	Kinney	Approved
501	Gallegos	Approved	865	Grant	Approved
508	Zurbock	In Review	867	Hicks	In Review
510	Hill	In Review	875	Delagarza	Initiated
515	Alvair	Approved	876	Perez	Approved
517	Lloyd	Approved	879	Wolfson	Initiated

521	Robbins-Woods	Initiated	885	Washington,et al	Initiated
533	Banda	Approved	888	Guerrero	Approved
541	Fuentes	Initiated	892	Rosario	Approved
544	Casarez	Approved	909	Johnson	Approved
545	Brown	Approved	911	Johnson	Approved
547	Lopez	Approved	912	Bolden	In Review
548	Flores	Initiated	938	Banda	Approved
560	Chaves	Initiated	940	Lozano	Initiated
562	Enriquez	Approved	944	Ortiz	In Review
565	Ray	Initiated	946	Urrutia, et al	Initiated
567	Wolfson	Initiated	948	Torres	In Review
573	Marroquin	Approved	949	Padron	Approved
579	Wilson	Approved	951	Osswald-Murphy	Approved
581	Jenkins	Initiated	952	Villarreal, et ux	Approved
582	Jefferson	In Review	953	Salas	In Review
587	Coleman	Approved	954	Calderson	Initiated
590	Lopez	Initiated	961	DKJS	Approved
600	Williams	Approved	968	Clacken	In Review
616	Martinez	Approved	969	Clacken	In Review
617	Martinez	Approved	974	Reyna	Approved
619	Quintero	Initiated	984	Claeys	In Review
621	Rodrigues	Approved	993	Williams	Approved
637	Jenkins	Initiated	1000	Ramirez	Approved
643	Smith	Approved	1002	Smith	Initiated
650	Reyes	Approved	1009	Garcia	Initiated
659	Olivarez	Initiated	1014	Rodriguez	Approved
660	Trevino	Approved	1015	Rodriguez	Approved
671	Yancey	Approved	1018	Markham Bros	In Review
675	Carter	In Review	1024	Perez	On-Hold
678	Wolfson	Initiated	1025	Perez	In Review
681	Martinez	Initiated	1032	Naranjo	Approved
683	Gonzales	In Review	1034	Perry	Initiated
696	Alvarez	In Review	1035	West	Approved
699	Alvarez	In Review	1041	Valdez	Approved
702	Ovalle	In Review	1042	Sanchez	Approved
709	Banda	Approved	1043	Rodgers	Approved
710	Marruffo	Approved	1045	Mircovich	Approved
715	Bardon	In Review	1046	Hall	Initiated
722	Garcia	Approved	1051	Osswald	In Review
748	Garza	In Review	1052	Ayala III	In Review
752	Landeros	Approved	1099	Mungia	In Review
765	Lawson	Initiated	1104	Martinez	Approved

769	Seecloud	Approved	1118	Garcia	Approved
775	Escobar	Approved	1120	Salinas	Approved
780	Vargas/McGray	Initiated	1148	Maxwell	Approved
793	Ramirez-Parra	Initiated	1158	Martinez	In Review
796	Perez	Approved	1160	Alvarado	Initiated
797	Izaguirre Jr.	Approved	1163	Aranda	Initiated
802	Pittman	Initiated	1178	Galvan	Initiated
803	Gutierrez	Approved	1179	Galvan	Initiated
810	Guy	Initiated	1186	Galvan	Initiated
817	Hudgens	Initiated	1187	Galvan	Approved
818	Dominguez	Approved	1189	Galvan	Initiated
824	Wolfson	Initiated	M001	Navarro	Approved
828	Jackson	Approved	M003	Parra	Initiated

Legend
In Review = Appraisals that have been created and submitted through some level of review
Initiated = Appraisal has been requested and in progress
Approved = Appraisal has been approved by TxDOT
On-Hold = Appraisal that have been order and placed on-hold due to program related reasons

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

There has been no relocation to date, however; advisory services are an ongoing activity when initiated by the property owners. These services primarily consist of; explanation of the relocation process and the status of their property appraisals.

(e) Restrictive covenant purchases:

None purchased to date. Only one (1) property owner has requested a restrictive covenant. No change from November.

(f) Title work performed

To date a total of 224 titles commitments have been ordered of which 219 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 December with approval of the Port, the DRA team continues acquisition and relocation activities stopping short of presenting offers.

The month of December team members had to navigate community interaction during a city-wide water crisis. However, this did not diminish productivity. During the first couple of weeks of the month, DRA completed the field portion of the survey process.

Although the moratorium on making offers to property owners of the Hillcrest community remained in effect, DRA continued to prepare acquisition packages for property owners, conducted relocation interviews with onsite owners, collection of documents, searching for comparable housing and preparing relocation packages for on-site owners whose property appraisals were approved by TxDOT.

As requests to participate in the voluntary program continued to arrive and as program eligibility was confirmed additional title reports and appraisals were requested. The total number of title commitments ordered to date is 224, of which 219 have been received and are under review. The number of appraisals ordered increased to 138 parcels, of which 55 have been completed and are either under review or have been approved by TXDOT.

Community Outreach focused on damage control and holiday activities in the community.

Community Outreach

4 events were conducted in the month of December.

* PORT Hillcrest Holiday Tree Giveaway
* PORT Hillcrest Water Shortage Giveaway
* DRA Hillcrest Holiday Appreciation Dinner Give Away
* DRA Partners Appreciation Reception

On December 8th, several needy residents from the community received free holiday trees. On December 15th, we provided hot meals to over 150 residents of Hillcrest to say thank you for all the positive interaction and to show DRA's appreciation for the community's ongoing support of the project despite recent setbacks.
In a time of crisis DRA in conjunction with the PORT delivered over 80 cases of water to the Hillcrest residents in the middle of the water contamination issues that impacted the city of Corpus Christi for 4 days. Without this assistance, several members of the Hillcrest community would have gone without water.

In December community outreach completed the field portion of the community surveys as directed by FHWA. Surveyors completed 385 surveys versus a goal of 407. The completed surveys represent 420 parcels out of 482 active parcels. We found 73 vacant lots/building/homes. 38 parcel owners refused to take the survey. In short, the possible survey universe shrank by 111 parcels due to the vacant properties and survey refusals.

Acquisition

During the month of December, Acquisition met with 15 owners. The landowners continue to ask when the Port will make offers. The Acquisition Manager communicated the status to each program participant and addressed all their concerns. The Acquisition manager is continuing to work on title curative plans for the 138 parcels currently in the appraisal process. The Acquisition Manager is continuing to meet with the title companies and landowners with title issues in preparation of the acquisition offers and relocation offers being made soon.

The Acquisition Team spent most December ensuring that the appraisers complete the appraisal process on the original 100. At the end of December all appraisals except 12 have been placed into the review process. Continuous meetings with the appraisers and reviewers were held regarding the push to complete the original 100 appraisals. As of January, all but 12 have been put into the review process. Out of the 12 outstanding 8 belongs to one landowner who refuses to meet with the appraiser until January 9th. All of the remaining appraisals have been sent into the review process.

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 December relocation continues to meet and interview on-site owners whose properties are currently being appraised. The relocation team met with owners and answered questions regarding the status of their relocation benefits. Relocation has begun to set up interviews for an additional 20 on site home owners.

Relocation continues to search for available comparable housing to maintain the project comparable book. The comp book has now been updated to 150 properties. Listings are added weekly. The Relocation manager continues to meet with local real estate agents to discuss market trends. Real Estate agents continue to email listings and bring their listings to the office to post them on the bulletin board.

The relocation division has assigned and begun to prepare 21 relocation packages for the parcels which have been submitted to TXDOT for review and approval. During the month of December, 8 relocation packages have been approved.

Appendix B: Port of Corpus Christi Supplemental Information

B.1 – POCCA Timeline.docx
B.2 – 12.8.16 Hillcrest Agenda.docx
B.3 – Weekly Summary Report 12-8-16.pdf
B.4 – 12.15.16 Hillcrest Pre Conference Call.docx
B.5 – 12.1.16 Hillcrest Pre Conference Call.docx
B.6 – 12.1.16 Hillcrest Agenda.docx
B.7 – Weekly Summary Report 12.1.16.pdf
B.8 – Weekly Summary Report 12-15-16.pdf
B.9 - Hillcrest Relo TXDOT Spreadsheet Dec 2016.xlsx

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	$19,000.00	$0.00	$72,541.95
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**	**$19,000.00**	**$0.00**	**$522,090.95**
Legal Expense (Welder/Leshin)													
Welder/Leshin Legal	$59,660.00	$20,155.00	$45,258.75	$30,630.00	$45,258.75	$0.00	$57,986.25	$9,752.50	$32,191.25	$0.00	$15,093.75	$0.00	$315,986.25
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**	**$45,258.75**	**$0.00**	**$57,986.25**	**$9,940.00**	**$32,191.25**	**$0.00**	**$15,093.75**	**$0.00**	**$316,861.25**
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	$6,649.38	$2,417.36	$30,501.70
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**	**$6,649.38**	**$2,417.36**	**$100,390.82**
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	$

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	$3,056.00	$3,552.00	$19,942.92
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	$432.90	$59.15	$2,536.70
Trash Removal	$0.00	$0.00	$0.00	$0.00	$180.20	$0.00	$0.00	$159.02	$79.51	$0.00	$79.51	$0.00	$498.24
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	$1,110.30	$245.00	$2,358.65
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	$261.56	$101.63	$17,868.98
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**	**$4,940.27**	**$3,957.78**	**$106,374.04**
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	$15,801.99	$248.20	$0.00	$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**	**$15,801.99**	**$248.20**	**$0.00**	**$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	$121.00	$0.00	$6,426.25
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	$130.95	$0.00	$2,695.54
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**	**$251.95**	**$0.00**	**$26,220.14**

$164,395.41 $163,407.74 $45,935.35 $6,375.14 **$1,087,987.39**

990,417.60
(1,064,367.36)
(97,257.17)
(16,050.19)
(187,257.12)

COMMUNITY RELATIONS

INTERNAL AND COMMUNITY EVENTS/MEETINGS

- Annual Meeting: Workforce Solutions of the Coastal Bend
- United Chamber: Small and Emerging Business Committee
- United Corpus Christi Chamber of Commerce Bizzy Awards
- Westside Business Association Breakfast
- Baytown Olefins Plant Tour
- POCCA Business Christmas Party
- CCREDC Investor's Breakfast
- December Wellness Breakfast
- PICC Public Affairs Group Meeting
- PICC Industry Meeting
- Business Development Strategic Planning Meeting
- Corpus Christi Caller-Times Hispanic Advisory Board
- United Corpus Christi Chamber of Commerce Executive Committee
- American G.I. Forum meeting
- Future of the Region Port Corpus Christi Presentation, San Antonio, Texas
- NAACP Meeting
- Emergency Management meetings (3)
- Safety Lunch & Learn
- Ingleside ISD Special Olympics
- Gloria Hicks Elementary School Christmas Appeal
- American G.I. Forum Veteran's turkey Giveaway
- Christmas Appeal: Seamen's Center
- Visit to George Evans Elementary School
- POCCA visit to Menger Elementary School
- POCCA visit to Ingleside Primary
- POCCA visit to Ronald McDonald House
- Visit to Senator Juan 'Chuy' Hinojosa with Chairman Charlie Zahn, John Larue and Nelda Olivo
- Visit to Shari Douglas, Chief of Staff, Mayor Dan McQueen
- Call to Tom Tagliabue. Director, Intergovernmental Relations regarding water issue
- World Affairs Council Speaker's Series
- Wednesday Morning Group
- Community relations meeting with Yosemite
- United Corpus Christi Chamber Board of Directors Meeting
- ExxonMobil, POCCA meeting to discuss community outreach

HILLCREST/WASHINGTON COLES ACQUISITION AND RELOCATION PROGRAM

- Hillcrest/Harbor Bridge Project Weekly Conference Call (4)
- Hillcrest Site visit (2)
- Per Parcel Meeting with Staff
- Christmas Turkey Dinner
- Community Advisory Council
- 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

VOESTALPINE

- Port of Corpus Christi and Voestalpine
- Rep. J.M. Lozano, Commissioner Bowers, Sean Strawbridge
- Meeting with resident, Kevin Burkett
- Visit to resident's home, Jim MacArthur
- Meeting with resident, Matthew Blasewicz
- Meeting with Executive Staff and Consultant
- Port of Corpus Christi Commissioner, Consultant and Staff
- Port of Corpus Christi and Rep. Todd Hunter
- Meeting with Jonas Chupe
- Meeting with Toby Globy, Inc.
- Portland Senior Citizen's Center Holiday celebration
- Public Relations Meetings with Consultant
- Communication Research – Consultant
- San Patricio County Commissioner's Court meeting/meeting with elected officials
- Meeting with Jonas Chupe & Consultant
- Northshore Neighborhood visit

EXXONMOBIL

- Community Relations Staff outreach strategy meeting
- Chief Commercial Officer, Community Relations Director community outreach meeting
- Consultant, Community Relations
- Consultant, Community Relations outreach meeting with stakeholders
- Meeting with ExxonMobil Public Affairs and POCCA

COMMUNITY RELATIONS CHRISTMAS EVENTS

The Port of Corpus Christi has an eighteen year history of visiting public schools during the holiday season. Port employees dress as Christmas characters to bring good cheer to the students. Port employees gift the children with a small token to kick-off the holiday season.

INFORMATION TECHNOLOGY

Status of Information Technology Programs & Initiatives

- *Helpdesk* – 319 IT helpdesk tickets submitted and 278 tickets resolved in December.
- *Phone System Replacement* – Phase one of project is complete. Phase two will occur in 2017 to migrate service from AT&T PRI (Phone Rate Interface) to SIP (Session Initiation Protocol) trunks.
- *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. This project is on hold due to clarity needed on Department of Public Safety (DPS) Texas Law Enforcement Telecommunications System (TLETS) regulations. IT is in the process of receiving DPS approval for the section of the network the interfaces with TLETS.
- *Data Center Colocation* –Time Warner continues their installation of the point to point connection between Annex building and Cyrus One facility in San Antonio. Time Warner has completed the local fiber work in Corpus Christi and are working on the Cyrus One connection at this time. The project is at a standstill until the telecommunications are complete.
- *Granicus* – All departments have been trained on Granicus and each department is now entering their own agenda items. Next step is to implement video archiving and meeting minutes modules.
- *New Website* – Project Complete
- *Virtualization of Servers (Port PD)* – Project Complete
- *Employee VPN* – Project Complete

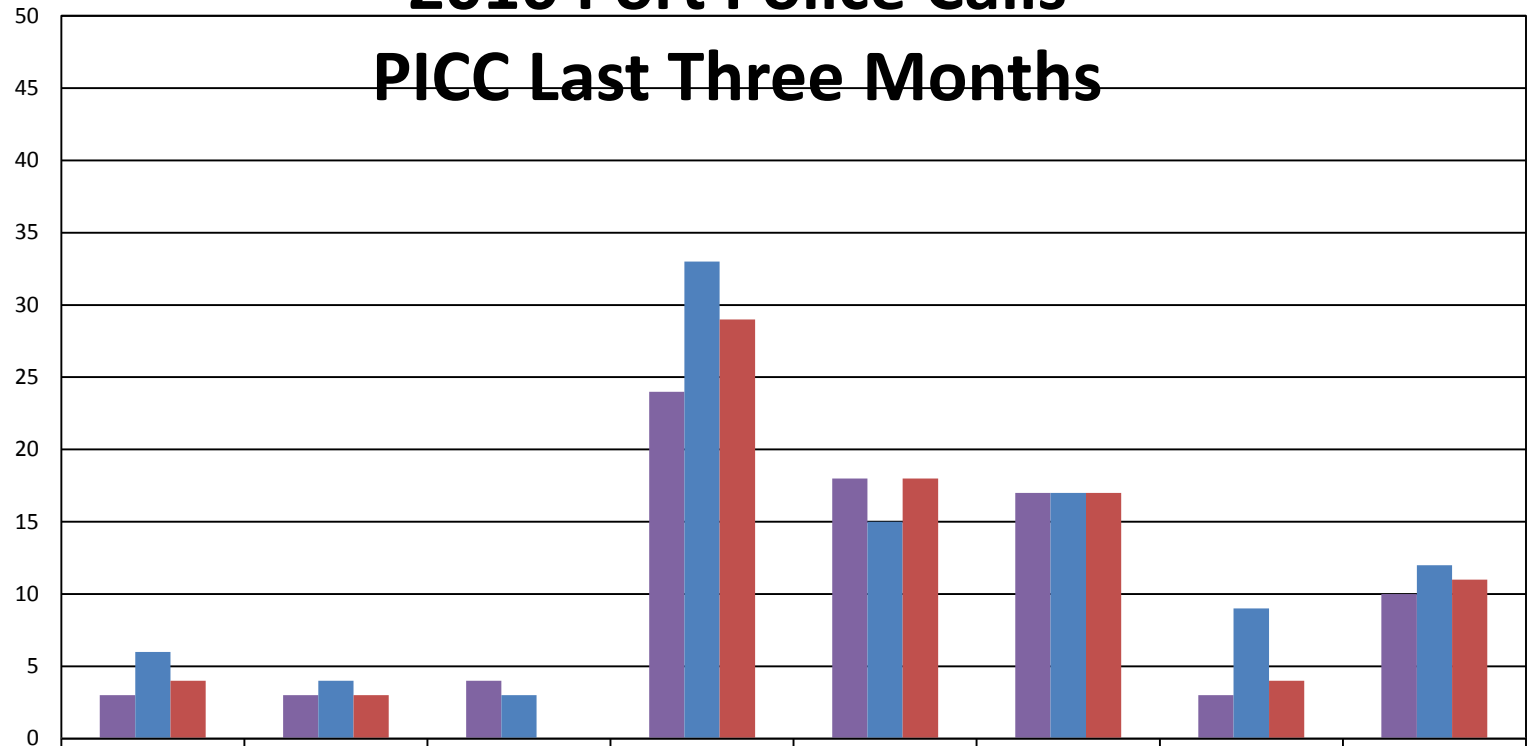
2017 Budgeted Projects

- *HMO Radio Upgrade* – Replacement of dated radio system for the Harbormasters Office. Radios have reached end of life and it is becoming harder to find parts for repair. *Estimated project completion: 05/01/17*
- *VTIS/AIS Replacement* – This project will replace the Vessel Traffic Information System/ Automatic Identification System (VITS/AIS). The existing system is no longer supported by the manufacturer and parts are not available. Modern VTIS/AIS systems have the ability to integrate with our existing vessel management system for greater efficiencies. Both HMO and security departments will utilize the new system for greater awareness. *Estimated project completion: 11/01/17*

- *JD Edwards Upgrade* – Upgrade from JD Edwards World to JD Edwards Enterprise One. The existing JDE installation has a 'green screen' user interface that is not intuitive*.* This system run on IBM hardware that is ready for replacement. JDE Enterprise One greatly improves the user interface and expands our financial system into other areas are existing JDE World could not accommodate. In addition to all existing functions we will look to JDE Enterprise one to handle capital program management, asset management and a more streamlined procurement workflow. *Estimated project completion: TBD*
- *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: 08/01/17*

SECURITY

2016 Port Police Calls
PICC Last Three Months



	Total Arrests	Subjects Taking Pictures (PC)	Security Breach (SB)	Suspicious Vehicle (UV)	Suspicious Persons (SU)	Suspicious Activity (SA)	Disturbance (DS)	Investigation / Other (OT)
16-Oct	3	3	4	24	18	17	3	10
16-Nov	6	4	3	33	15	17	9	12
16-Dec	4	3	0	29	18	17	4	11

OPERATIONS

HARBORMASTER

Ship Arrivals	Tankers	Freighters	Year to Date Ships
December 2016	114	34	1763
December 2015	105	31	1599

Barge Arrivals	Tank Barges	Freight Barges	Year to Date Barges
December 2016	415	5	5786
December 2015	515	52	6876

Shifting	Tankers	Freighters	Tank Barges	Freight Barges
December 2016	26	3	882	0
December 2015	19	5	994	4

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
2016	4.77	13.55
2015	4.39	18.29

Channel Disruptions

Channel Disruptions	Total Hours	High Wind	Chokepoint between ADM & Citgo	Fog	Rig
December 2016	200.9	56.58	--	141.82	2.5
December 2015	109.74	12	--	97.74	--

Delays	Inbound Delays	Outbound Delays
December 2016	60	47
December 2015	42	28

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 interim storm water BMP's installed
- Replacing idlers on conveyors 75% complete
- Preparing for paving projects by shiploader and CB2
- Bulk Terminal Master Plan ongoing
- M&G Project cargo moving off of Bulk Terminal site – Pad 4 Cleared
- Bulk Terminal Fencing Project ongoing
- BMD1 Crane Replacement Feasibility Study ongoing
- Rebuilt Conveyor Transfer Point for better Environmental Controls

Activity *(short tons)*

Railcars

- Load rail cars: 0 railcars loaded
- Unload rail cars: 0 railcars unloaded

Bulk Dock #1

- 37,890.71 Barite

Bulk Dock #2

- 71,990.93 Pet coke
- 40,623.05 Sulfur

Pads

- 119,780.37 Pet coke
- 25,666.00 Sulfur

YARDS & RAIL

- Rail traffic heavy with ADM doing **4673** railcars milo maize in December
- AHMSA/UPRR
  HBI pad to rail at BMD ongoing ,cargo on pads, trains cycling to AHMSA and Port – **335** railcars loaded outbound in December
- **5491** total revenue rail cars in December 2016 compared to **2184** revenue cars in December 2015
- Working on Agreement (Restated 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 to Al Speight yard – space tight, yard by CD 8 – space fluctuates with equipment arriving/departing no issues

CARGO DOCKS

- CD 10 - warehouse foundation TXDOT contractor fencing off ROW
- CD 8 – 08 vessels arrived December
- CD 9 – 10 vessels arrived December
- CD 15 – warehouse has 289 pallets bottled water stored for City of Corpus Christi

MAINTENANCE

Ortiz Center

- Removed glass and framing from over the “ticket” counter “bar” area

Commissioners Court

- Set up and tear down stage

Guard Houses

- Replaced chair at viola
- Set up wiring harness on breaker box for future emergency generator use at Ave F guardhouse
- Repaired exit arm gate at Avery

Administration Building

- Repaired door lock in HR office
- Resumed and Completed office additions on 3rd floor
- Checked operation of boiler and hot decks
- Replaced ballasts and lamps in HR’s office
- Replaced ceiling tiles in 1st floor men’s restroom
- Filled in potholes in Admin parking lot
- Repaired P-trap under 3rd floor kitchen sink
- Assisted various personnel with hanging pictures
- Furniture moves and various requests

Annex Building

- Repaired Texas flag night light
- Checked operation of boiler and hot decks
- Adjusted lead and lag timer on a/c units in 2nd floor IT computer room
- Assisted Malek with chiller replacement
- Assisted IT department with storing of old phones at Turner warehouse
- Assisted various personnel with hanging pictures, furniture moves and various requests

Port Security/PD

- Repaired countertop laminate in PD's new office space
- Repaired shower tub in men's restroom
- Measured and built shadow boxes for conference center
- Serviced and repaired men's restroom door lock
- repaired water flow sensor on ice machine

BMD

- Removed oleander trees to allow room for fence installation

Cargo Docks

- Assisted engineering with fire system overview and with access to roof at CD 14-15
- Replaced drain valve on fire system at CD 15
- Cleaned and painted clerk office at CD 15
- Replaced rain gutter drain grating at CD 8 entrance driveway

Oil Docks

- Completed repairs to a/c unit at OD 1
- Repaired lighting in OD 8 dock house
- Commence fabrication of Handrails at OD1
- Periodically checked and refilled water tank for OD 14
- Changed locks and cores at OD 14
- Continued fabrication of mooring bits for OD 7
- Transported temporary dock house to OD 6
- Replaced potable water valve at OD 4
- Repaired dock lighting at OD 12
- Installed fire extinguisher and built and installed breathing air apparatus cover box at OD 14
- Serviced and Replaced filters on a/c on all oil docks
- Removed paper and cleaned pump impeller on lift station at OD 11

Fire Boat

- Researched dry docking past documents and dates
- Repaired engine block heaters on generator 1 and water pump engine, tested bilge alarms
- Assisted RTFC with repairs to mid ship monitor actuator
- Conducted weekly checks and inspections, conducted emission testing on all engines

Gates, Fences, Signs and Roads

- Reinstalled stop sign at JFITC and Bulk terminal road
- Maintained KBH road at La Quinta
- Repaired gate 59A knocked down by high winds
- Installed post and “No trespassing” signs at Pelican Island

Maintenance Shops

- Completed fabrication of lift station basin and installed at shop 2
- Replaced sump pump on new lift station basin at shop 2
- Reinstalled bay door at Turner bldg. 1 that was knocked down by high winds

Property Other

- Repaired wear and tear on gate 147 at Avery point
- Assisted with the “Tree for All” event
- Contacted 811 dig to excavate and repair sewer forced main from Avery guardhouse to holding tanks
- Replaced starter and batteries on generator at La Quinta
- Troubleshoot Water Taxi a/c unit to locate refrigerant leak on evaporator
- Purchased and replaced water filters throughout Port Facilities
- Assisted City of Corpus Christi with water distributions

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
- Conducted monthly sub water meter readings
- Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz
- Conducted weekly departmental Safety Meetings
- Conducted monthly EMS meetings
- Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island

Maintenance Personnel

- One employee was out on bereavement from December 6th thru 9th due to father's passing
- Jose Ramirez submitted retirement documentation. Last day is December 30th.

Members from the Operations Department along with other POCCA staff volunteered at adopted schools for the holidays.

Environmental Planning and Compliance Monthly Report

Environmental Stewardship Measurements

Program Area	Measured Environmental Improvements – Dec 2016
Electrical Consumption*	10% Green Energy –793,153 KWHs (thru Nov 2016)
Spent Liquids Recycled	890 gallons
Materials Recycled	66,666 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 December 9, 2016, the Port's municipal separate storm sewer system (MS4) was inspected by the TCEQ and consisted of a record review and field inspection. TCEQ staff were very complimentary of our program and the environmental stewardship efforts that have been taken or are underway.

Air quality during the past year remained in attainment of the National Ambient Air Quality Standards set by EPA. The air monitoring program for dust at the Bulk Terminal was successful program and required no modifications to the alert levels. The program was recognized with two (2) different community awards. Wind speed as an alert was added to allow for proactive measures during unusual or unexpected weather conditions. The TCEQ removed particulate monitoring from the air monitor at Dona Park and directly attributed it to the efforts made at the Bulk Terminal.

ISO 14001 certification to the 2015 ISO standard was accomplished in 2016 and proved beneficial for the Port with regards to our environmental stewardship efforts. Additionally, the EMS program is also providing added benefit in the achievement and annual commitments required for Green Marine certification.

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

Program	Description of Activities	Target Completion Date	% Complete	Status
	Routine operation of the monitoring network.	Ongoing	Ongoing	Ongoing
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	90%	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	100%	Completed
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	100%	Completed
	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:

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
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.	5/31/2017	25%	Ongoing
General Electrical Consumption Reduction Projects (13-013A/16-704A)	Pending	Negotiating project scope with electrical engineering firm.	03/31/2016	NA	Cancelled – Not Needed
		Design electrical consumption reduction improvements.	06/30/2016	15%	Started
		Advertise RFQ for design-build.	1/31/2017	25%	Started
		Award contract.	12/20/2016	0%	Not Started
		Construction of project.	2/28/2017	0%	Not Started
Geographic Information System Maintenance and Upgrade (15-017B)	Professional Services Agreement – Brown & Caldwell	Data migration.	1/15/2016	100%	Completed
		Conversion – application setup, testing, reporting setup.	5/31/2016	100%	Completed
		Deployment	6/30/2016	100%	Complete

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
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.	01/31/2017	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)	Professional Services Agreements – Market Study Moffitt Nichol led by Commercial and Master Plan Cardno, Inc. led by internal Bulk Terminal Team	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	100%	Completed.
		Master Plan – Final Draft	4/30/2017	25%	Ongoing
Sampling to Support OD-3 Expansion Plans (14-058A)	MA 04-14 RSA, SO# 8	Fieldwork to conduct upland sampling per sampling plan.	10/1/2016	100%	Completed
		Prepare final report including recommendations for management of upland soils during construction project.	12/31/2016	100%	Ongoing
		Conduct source investigation/delineation of hot spots.	6/30/2016	5%	Not Started
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Not Started
Bulk Terminal Storm Water Quality Improvements (15-046A)	MA 14-01 LAN, SO# 3,7	95% Design submittal for Task 1a and Task 2	02/26/2016	100%	Completed
		100% design submittal and contract documents for advertisement for Task 1a and Task 2.	7/1/2016	50%	Ongoing
		Advertise for bid.	8/1/2016	0%	Not Started
		Commission approval for construction.	8/16/2016	0%	Not Started
		Construction completed.	3/31/2017	0%	Not Started
Landscape Enhancements (15-057A)	MA 13-07 LNV, SO#5	Phase I 60% design.	3/31/2016	100%	Completed
		Phase I 95% design submittal.	5/1/2016	100%	Completed
		Phase I 100% design submittal and contract documents for advertisement.	6/1/2016	75%	Ongoing
		Commission approval for construction.	On Hold	0%	On Hold
		Construction completed.	On Hold	0%	On Hold
Storm Water Quality Improvements at Maintenance Facility (15-059A)	Professional Services Agreement with Alan	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

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
	Plummer & Associates	Construction completed.	On Hold	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%	Started
		Support Master Planning activities at the Bulk Terminal.	6/30/2017	15%	Started

Environmental Consultant Master Agreements and Service Orders

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

Consultant (MA#)	***2015 Service Order Amounts***	***2016 Service Order Amounts***
Golder & Associates (01-14)	$79,949	$0
RPS, Inc. (02-14)	$59,083	$53,608
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	$140,622
Apex TITAN, Inc. (06-14)	$28,140	$119,844
TRICORD Consulting, LLC (07-16)	NA	$76,069
Alan Plummer Associates, Inc. (08-16)	NA	$62,604
Cardno (09-16)	NA	$49,343
Platinum Environmental Solutions, LLC (10-16)	NA	$96,837
Total MA's	**$566,716**	**$646,927**

ENGINEERING SERVICES

As of December 31, 2016 (billing through November 30, 2016), the Port of Corpus Christi Authority Department of Engineering Services had completed 8 projects and has 105 projects in progress. These projects consist of 55 Capital, 31 Maintenance, and 19 Professional Service projects. During November, $2,808,695 was invoiced for ongoing work. To date this year, approximately $36,378,695 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 December 2016 Report				
Project Type	**No. of Projects**	**2016 Budget Amount**	**Expended to Date**	**2016 Year-End Forecast**
Capital	55	$81,860,826	$33,060,800	$35,000,000
Maintenance	31	$4,005,000	$3,785,900	$3,800,000
Professional Services	19	$2,425,000	$1,261,200	$1,300,000
Total	**105**	**$88,290,826***	**$38,107,900**	**$40,100,000**

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

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

Purchase of Dock Fenders and Panels (17-014A)
Bulk Dock 1 Storage Building Upgrades (15-032A)

MASTER AGREEMENTS AND SERVICE ORDERS

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

	2015	**2016***
HDR, Inc. *(13-01)*	$401,150	$363,100
Freese and Nichols, Inc. *(13-02)*	$278,077	$491,303
Govind Development, LLC *(13-03)*	$176,500	$49,900
Hanson Professional Services, Inc. (formerly Naismith Engineering) *(13-04)*	$176,780	$51,760
CH2M Hill *(13-05)*	$279,380	$1,623,780
RVE, Inc. *(13-06)*	$225,665	$48,900
LNV, Inc. *(13-07)*	$468,517	$137,690
Lockwood, Andrews and Newnam, Inc. *(14-01)*	$643,044	
Maverick Engineering *(14-02)*	$8,000	
Coast & Harbor Engineering d/b/a Mott MacDonald *(14-03)*	$449,331	$107,097
WKMC Architects *(14-04)*	$50,000	
Worley Parsons *(15-01)*	$48,079	
LJA Engineering, Inc. *(16-01)*		$198,724

**Includes separate Professional Services Contracts*

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

- 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
  - Construction of Ecosystem Restoration Complete (2012)
  - La Quinta Extension Complete (2013)
  - Memorandum of Understanding with the Galveston District of the Corps of Engineers to Perform Sediment Testing Services Associated with Dredging the Entrance Channel of the Corpus Christi Ship Channel Channel Improvement Project (September 2016)
    - Allows for sediment sampling and analysis for dredge material from Contract 1 (Gulf of Mexico to Harbor Island) to be performed by the PCCA and those PCCA expenditures to be eligible for credit toward the PCCA's cost-share requirement for the CCSC-CIP.
  - Cooperative Research and Development Agreement with U.S. Army Engineer Research and Development Center (November 2016)
    - Sediment Testing and Analysis for Entrance Channel Reach
      - Start Date: January 3, 2017
      - Preliminary Toxicity Results: May, 2017
      - Estimated Completion Date: September, 2017

- Authorizations:
  - Water Resources Development Act (WRDA) of 2007 - Project Authorized
  - Water Resources Reform an Development Act (WRRDA) of 2014 - Project Re-Authorized
  - Water Infrastructure Improvements for the Nation (WIIN) Act signed into Law December 16, 2016
    - Increases the channel depth for the 25% non-federal cost share from 20' – 45' to 20' – 50'
    - Increases the channel depth for the 50% non-federal cost share from depths in excess of 45' to depths in excess of 50'
    - Includes language that clarifies the remaining separable elements of the Channel Improvement Project which will allow the Army Corps of Engineers to continue work on the Channel Improvement Project and allow it to be considered for construction appropriations during the Federal budget process.

- Authorizes feasibility studies to investigate the widening and deepening of the La Quinta Channel from 45 feet to 52 feet and construction of a new turning basin near the entrance to the Inner Harbor, to provide a more effective, safe and efficient waterway.

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: December, 2016
    - Estimated Completion Date: September, 2017

PCCA Channel Improvement Business Plan Study

Develop a planning document and business plan for the Corpus Christi Ship Channel System to provide a cogent, codified planning and informational document to assist PCCA in making planning decisions for the PCCA's waterways, dredge material placement areas and beneficial use sites.

- Start Date: November, 2016
- Estimated Completion Date May, 2017

La Quinta Property Buffer Area Development

Freese and Nichols, Inc. performing surveying and designing conceptual alternative layouts. Contract amendment to be presented to January 17 , 2017 Commission meeting for approval to add additional professional engineering services to perform an acoustic study and include noise control measures in the La Quinta Terminal Upland Buffer Area project design. Construction scheduled to begin 4th Quarter 2017.

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

Project No.	Project Title	Project Manager	% Completed
Capital			
14-036A	New Port Office Facility (Preliminary Phase)	BF	20
15-016A	Tule Lake Rail Yard Upgrades and Modifications	BF	30
14-023A	Fire System Pressurization Upgrades at Oil Docks	BP	80
14-028B	Equipment Storage Building	BP	50
14-030A	Public Storage Pads Upgrade	BP	80
15-047A	Chiller Replacement at Ortiz Center	BP	
16-032A	General Improvements to Cargo Dock 9 Transfer Facility	BP	80
16-035A	Viola Barge Basin Bulkhead Addition	DC	80
16-042A	Construction of Additional Lane & Security Gate at Avenue F Security Checkpoint	DC	100
09-019A	New Access Road to Good Hope DMPA	DJK	70
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
16-038A	Increase DMPA Capacity for Federal, PCCA, and Thrid Party Use	DJK	90
16-040A	Site Preparation for La Quinta Gateway Terminal	DJK	90
15-043A	New Operator's Cab for Gantry Crane	DLM	90
15-050A	Mike Carrell Road Construction	DLM	90
16-034A	Ventilation Improvements to Dock Houses at Various Public Oil Docks	JEM	100
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	60
16-039A	Construction of Acceleration & Deceleration Lanes at La Quinta Terminal	LGD	90
14-044A	New Public Oil Dock 18 - Permitting Only	NEF	50
15-041A	Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NEF	50
14-047A	La Quinta Gateway Terminal Upland Buffer Area	PDC	10
Maintenance			
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
16-023A	Main Water Line Vault Valves ($100,000) Replacement at Ortiz Center	JEM	20
15-032A	Bulk Dock 1 ($120,000) Storage Building Upgrades	LGD	100

Department of Engineering Services
Project Design & Construction Status Report

CONSTRUCTION PROJECTS

Project No.	Project Title	Project Manager	% Completed
Capital			
14-028A	Bulk Terminal Office Renovation	BP	100
15-053A	Reconstruction of Sam Rankin Road (24/76)	BP	30
16-033A	New Public Oil Dock 15	BP	30
15-061C	Security Grant 15 – Perimeter Fencing at Bulk Terminal (25/75)	CM	90
07-046C	Tule Lake Foundation Removal	DLM	
13-032A	Construction of Oil Dock 14	DLM	100
13-043A	Nueces River Rail Yard Phase - II	DLM	70
14-041A	Replace Dock House at Oil Dock 10	JEM	100
15-030A	General Improvements to Oil Dock 6	JEM	20
15-015K	Storm Water Drainage Improvements at Public Fishing Areas	LGD	90
12-031B	La Quinta Terminal Mitigation – Aquatic Habitat – Phase II	PDC	40
Maintenance			
15-018A	Roadway & Parking Lot Repairs (2015)	BP	100
15-035A	Upgrades and Repairs to Bulk Dock 2 Marine Structures	EM	
15-039A	Fire Line Improvements at Oil Dock 2	JEM	100
15-039B	Marine Improvements at Oil Dock 2	JEM	90
16-049A	Maintenance Painting at BT	JEM	70

Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

- KEY METRICS 1
- STATEMENT OF NET POSITION 2
- STATEMENT OF REVENUES AND EXPENSES 3
- STATEMENT OF REVENUES AND EXPENSES-BY DIVISION 4
- TONNAGE 8
- SHIP AND BARGE MOVEMENTS 9
- RAIL CARS 10
- CAPITAL PROJECTS 11
- BOND PROJECT PROCEEDS 12

November 2016

PORT CORPUS CHRISTI™

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
$ 84,576,759	$ 49,063,408	$ 29,237,860	85,883,823	5,823	$ 39,126,176
↑ 10% Actual	↑ 5% Actual	↑ 58% Actual	↓ -10% Actual	↓ -17% Actual	
↑ 1% Budget	↓ -9% Budget	↑ 22% Budget			↓ -61% Budget

ALL METRICS

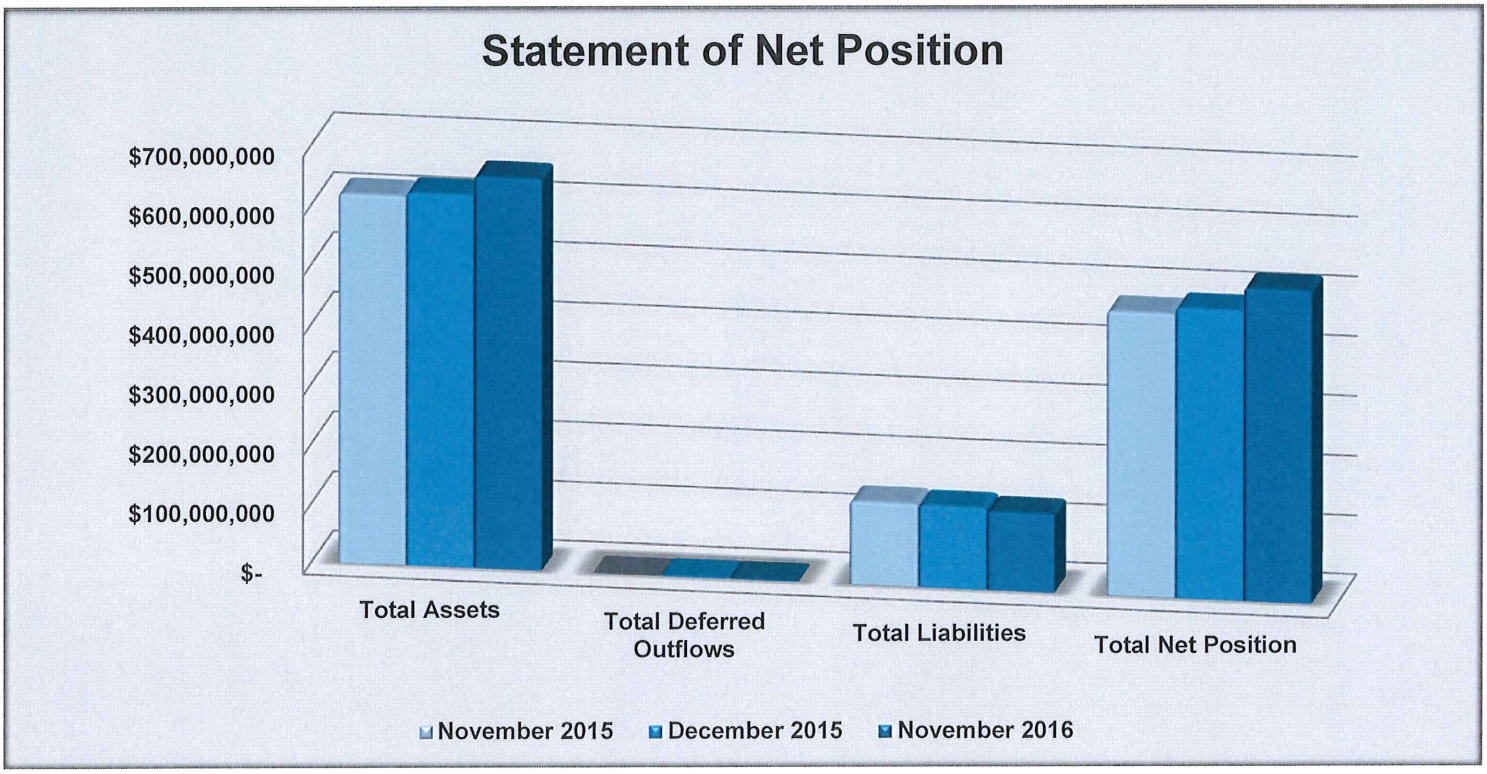
METRIC	YTD 2016 ACTUAL	YTD 2015 ACTUAL		% CHANGE	YTD 2016 BUDGET		% CHANGE
ASSETS	$ 656,969,158	$ 618,474,514	↑	6%			
CASH & INVESTMENTS	$ 186,950,980	$ 173,381,344	↑	8%			
ACCOUNTS RECEIVABLE	$ 10,046,377	$ 10,404,632	↓	-3%			
RESTRICTED ASSETS	$ 71,596,987	$ 71,839,837	↓	0%			
LIABILITIES	$ 133,512,315	$ 141,101,886	↓	-5%			
NET POSITION	$ 525,415,732	$ 477,372,628	↑	10%			
OPERATING REVENUES	$ 84,576,759	$ 76,665,513	↑	10%	$ 83,795,630	↑	1%
OPERATING EXPENSES	$ 49,063,408	$ 46,873,335	↑	5%	$ 53,924,797	↓	-9%
NET OPERATING INCOME (LOSS)	$ 35,513,351	$ 29,792,178	↑	19%	$ 29,870,833	↑	19%
NON OPERATING REVENUE (EXPENSES)	$ (6,275,491)	$ (11,247,870)	↑	44%	$ (5,910,550)	↑	6%
NET INCOME (LOSS)	$ 29,237,860	$ 18,544,308	↑	58%	$ 23,960,283	↑	22%
TONNAGE	85,883,823	95,035,089	↓	-10%			
SHIPS	1,523	1,624	↓	-6%			
BARGES	4,300	5,367	↓	-20%			
SHIPS & BARGES	5,823	6,991	↓	-17%			
RAIL CARS	18,647	16,785	↑	11%			
CAPITAL PROJECTS	$ 39,126,176				$ 101,104,821	↓	-61%

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	November 2016	December 2015	Annual Change	%	November 2015	Year-Over-Year Change	%
Cash/ Investments	$ 186,950,980	$ 155,618,723	$ 31,332,257	20%	$ 173,381,344	$ 13,569,636	8%
A/R	$ 10,046,377	$ 17,592,762	$ (7,546,385)	-43%	$ 10,404,632	$ (358,255)	-3%
Restricted Assets	$ 71,596,987	$ 90,967,295	$ (19,370,308)	-21%	$ 71,839,837	$ (242,850)	0%
P P & E, net	$ 384,217,155	$ 355,995,268	$ 28,221,887	8%	$ 353,678,766	$ 30,538,389	9%
Other	$ 4,157,659	$ 3,967,987	$ 189,672	5%	$ 9,169,935	$ (5,012,276)	-55%
Total Assets	**$ 656,969,158**	**$ 624,142,035**	**$ 32,827,123**	**5%**	**$ 618,474,514**	**$ 38,494,644**	**6%**
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	$ 6,427,556	$ 7,241,469	$ (813,913)	-11%	$ 4,988,177	$ 1,439,379	29%
Unearned Income	$ 11,931,224	$ 12,401,441	$ (470,217)	-4%	$ 16,985,951	$ (5,054,727)	-30%
Long-term Debt	$ 110,640,000	$ 115,000,000	$ (4,360,000)	-4%	$ 115,000,000	$ (4,360,000)	-4%
Other	$ 4,513,535	$ 4,347,870	$ 165,665	4%	$ 4,127,758	$ 385,777	9%
Total Liabilities	**$ 133,512,315**	**$ 138,990,780**	**$ (5,478,465)**	**-4%**	**$ 141,101,886**	**$ (7,589,571)**	**-5%**
Investment in Net Assets	$ 302,406,537	$ 287,147,608	$ 15,258,929	5%	$ 285,664,778	$ 16,741,759	6%
Restricted Net Position	$ 36,034,037	$ 36,153,709	$ (119,672)	0%	$ 16,154,493	$ 19,879,544	123%
Unrestricted Net Position	$ 186,975,158	$ 163,808,827	$ 23,166,331	14%	$ 175,553,357	$ 11,421,801	7%
Total Net Position	**$ 525,415,732**	**$ 487,110,144**	**$ 38,305,588**	**8%**	**$ 477,372,628**	**$ 48,043,104**	**10%**

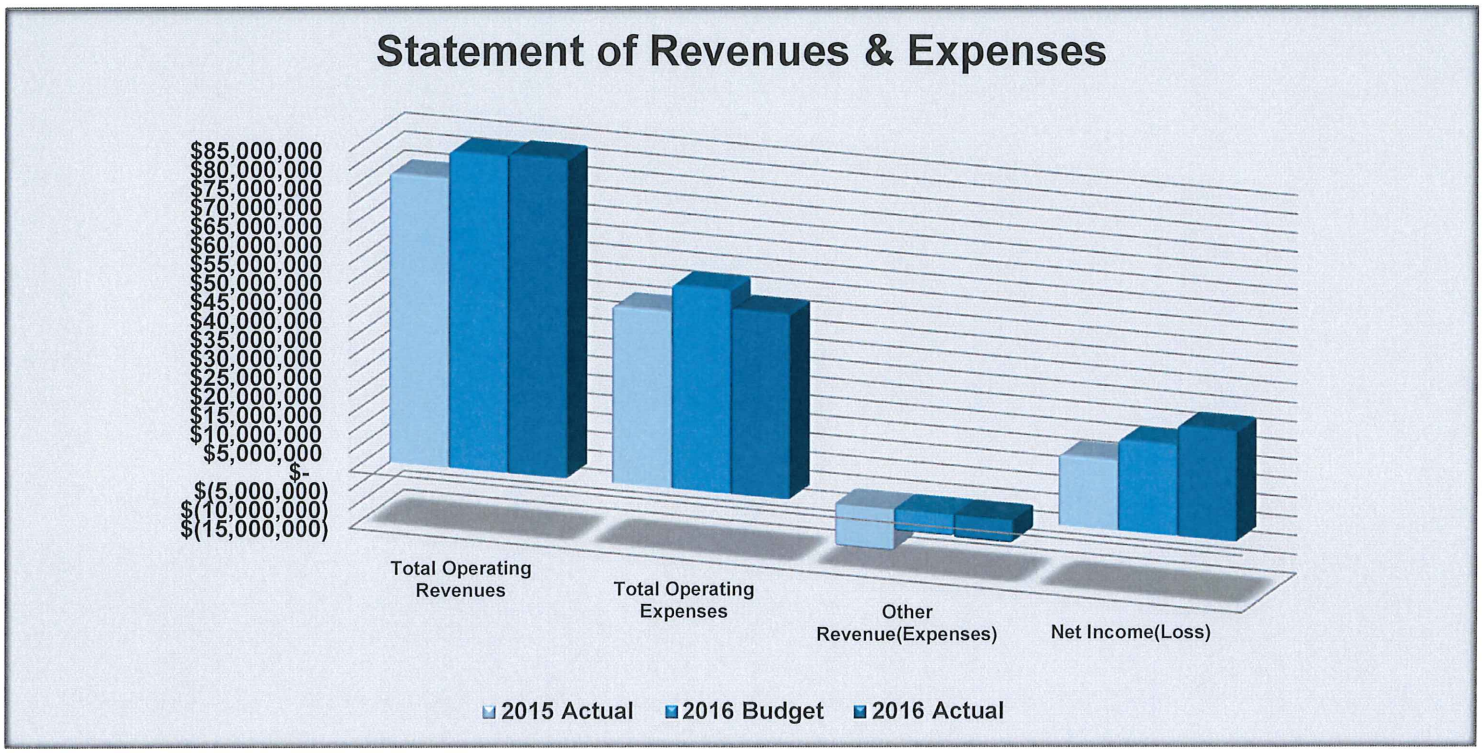


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	November YTD			Change			
	2016		2015				
	Actual	Budget	Actual	Budget	%	Actual	%
Wharfage	$ 38,275,814	$ 45,065,400	$ 42,002,899	$ (6,789,586)	-15%	$ (3,727,085)	-9%
Dockage	$ 10,882,528	$ 14,741,134	$ 12,893,948	$ (3,858,606)	-26%	$ (2,011,420)	-16%
Security	$ 5,500,518	$ 6,538,156	$ 6,126,645	$ (1,037,638)	-16%	$ (626,127)	-10%
Other Shipping Services	$ 9,203,027	$ 8,769,514	$ 7,198,155	$ 433,513	5%	$ 2,004,872	28%
Building and Land Rental	$ 20,714,872	$ 8,681,426	$ 8,443,866	$ 12,033,446	139%	$ 12,271,006	145%
Total Operating Revenues	**$ 84,576,759**	**$ 83,795,630**	**$ 76,665,513**	**$ 781,129**	**1%**	**$ 7,911,246**	**10%**
Employee Services	$ 18,825,138	$ 20,443,313	$ 17,364,674	$ (1,618,175)	-8%	$ 1,460,464	8%
Maintenance	$ 5,621,830	$ 6,267,616	$ 3,998,832	$ (645,786)	-10%	$ 1,622,998	41%
Utilities/ Telephone	$ 1,210,730	$ 1,223,623	$ 1,343,256	$ (12,893)	-1%	$ (132,526)	-10%
Insurance	$ 1,533,137	$ 1,914,522	$ 1,724,167	$ (381,385)	-20%	$ (191,030)	-11%
Prof/ Contracted Services	$ 6,145,400	$ 6,276,381	$ 5,502,330	$ (130,981)	-2%	$ 643,070	12%
Operator/ Event Expenses	$ 1,478,050	$ 1,288,826	$ 1,295,527	$ 189,224	15%	$ 182,523	14%
Admin/Trade Dvlp/Other	$ 3,409,361	$ 3,785,489	$ 3,566,745	$ (376,128)	-10%	$ (157,384)	-4%
Depreciation	$ 10,839,762	$ 12,725,027	$ 12,077,804	$ (1,885,265)	-15%	$ (1,238,042)	-10%
Total Operating Expenses	**$ 49,063,408**	**$ 53,924,797**	**$ 46,873,335**	**$ (4,861,389)**	**-9%**	**$ 2,190,073**	**5%**
Net Operating Income(Loss)	**$ 35,513,351**	**$ 29,870,833**	**$ 29,792,178**	**$ 5,642,518**	**19%**	**$ 5,721,173**	**19%**
Interest Income	$ 1,756,051	$ 654,431	$ 642,653	$ 1,101,620	168%	$ 1,113,398	173%
Other Revenue	$ 183,167	$ 229,971	$ 192,921	$ (46,804)	-20%	$ (9,754)	-5%
Gain(Loss) Disposal of Assets	$ (64,527)	$ -	$ (5,825,720)	$ (64,527)	-	$ 5,761,193	-99%
Interest/Bond Expense	$ (3,807,775)	$ (3,794,952)	$ (3,257,673)	$ (12,823)	0%	$ (550,102)	17%
Other Expense	$ (4,342,407)	$ (3,000,000)	$ (3,000,051)	$ (1,342,407)	45%	$ (1,342,356)	45%
Other Revenue(Expenses)	**$ (6,275,491)**	**$ (5,910,550)**	**$ (11,247,870)**	**$ (364,941)**	**-6%**	**$ 4,972,379**	**44%**
Net Income(Loss)	**$ 29,237,860**	**$ 23,960,283**	**$ 18,544,308**	**$ 5,277,577**	**22%**	**$ 10,693,552**	**58%**



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

Public Oil Docks	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 32,179,272	$ 30,544,358	$ 1,634,914
Operating Expenses	$ (3,040,110)	$ (2,139,283)	$ (900,827)
Net Operating Income(Loss)	$ 29,139,162	$ 28,405,075	$ 734,087
Other Revenue(Expenses)	$ (923,988)	$ (923,989)	$ 1
Net Income(Loss)	$ 28,215,174	$ 27,481,086	$ 734,088

Private Oil Docks	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 14,990,867	$ 14,476,590	$ 514,277
Operating Expenses	$ (42,546)	$ (46,558)	$ 4,012
Net Operating Income(Loss)	$ 14,948,321	$ 14,430,032	$ 518,289
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 14,948,321	$ 14,430,032	$ 518,289

Dry Cargo Docks	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 6,849,546	$ 9,559,627	$ (2,710,081)
Operating Expenses	$ (3,354,806)	$ (2,583,524)	$ (771,282)
Net Operating Income(Loss)	$ 3,494,740	$ 6,976,103	$ (3,481,363)
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 3,494,740	$ 6,976,103	$ (3,481,363)

Bulk Terminal	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 9,370,322	$ 8,860,130	$ 510,192
Operating Expenses	$ (5,275,047)	$ (6,155,095)	$ 880,048
Net Operating Income(Loss)	$ 4,095,275	$ 2,705,035	$ 1,390,240
Other Revenue(Expenses)	$ (24,914)	$ (917)	$ (23,997)
Net Income(Loss)	$ 4,070,361	$ 2,704,118	$ 1,366,243

Conference Center	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 2,096,981	$ 1,809,398	$ 287,583
Operating Expenses	$ (2,166,902)	$ (2,162,741)	$ (4,161)
Net Operating Income(Loss)	$ (69,921)	$ (353,343)	$ 283,422
Other Revenue(Expenses)	$ (30,781)	$ 3,454	$ (34,235)
Net Income(Loss)	$ (100,702)	$ (349,889)	$ 249,187

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

Property and Buildings	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 9,336,692	$ 9,303,829	$ 32,863
Operating Expenses	$ (3,116,805)	$ (7,057,962)	$ 3,941,157
Net Operating Income(Loss)	$ 6,219,887	$ 2,245,867	$ 3,974,020
Other Revenue(Expenses)	$ (2,851,148)	$ (1,508,740)	$ (1,342,408)
Net Income(Loss)	$ 3,368,739	$ 737,127	$ 2,631,612

Other Facilities	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 3,323,063	$ 1,600,612	$ 1,722,451
Operating Expenses	$ (1,978,009)	$ (1,667,893)	$ (310,116)
Net Operating Income(Loss)	$ 1,345,054	$ (67,281)	$ 1,412,335
Other Revenue(Expenses)	$ (4,362,223)	$ (4,362,223)	$ -
Net Income(Loss)	$ (3,017,169)	$ (4,429,504)	$ 1,412,335

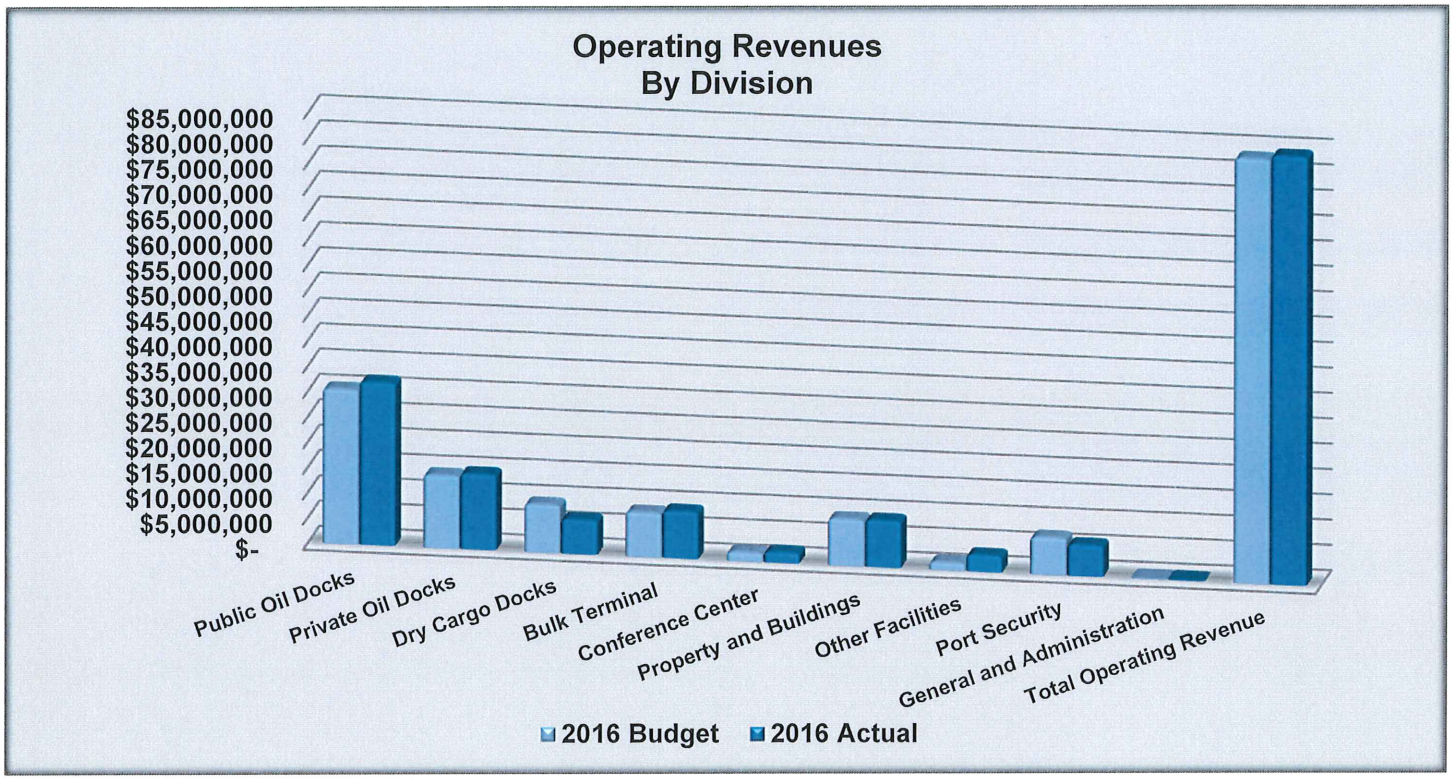
Port Security	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 6,211,105	$ 7,412,586	$ (1,201,481)
Operating Expenses	$ (8,867,101)	$ (9,339,655)	$ 472,554
Net Operating Income(Loss)	$ (2,655,996)	$ (1,927,069)	$ (728,927)
Other Revenue(Expenses)	$ 108	$ -	$ 108
Net Income(Loss)	$ (2,655,888)	$ (1,927,069)	$ (728,819)

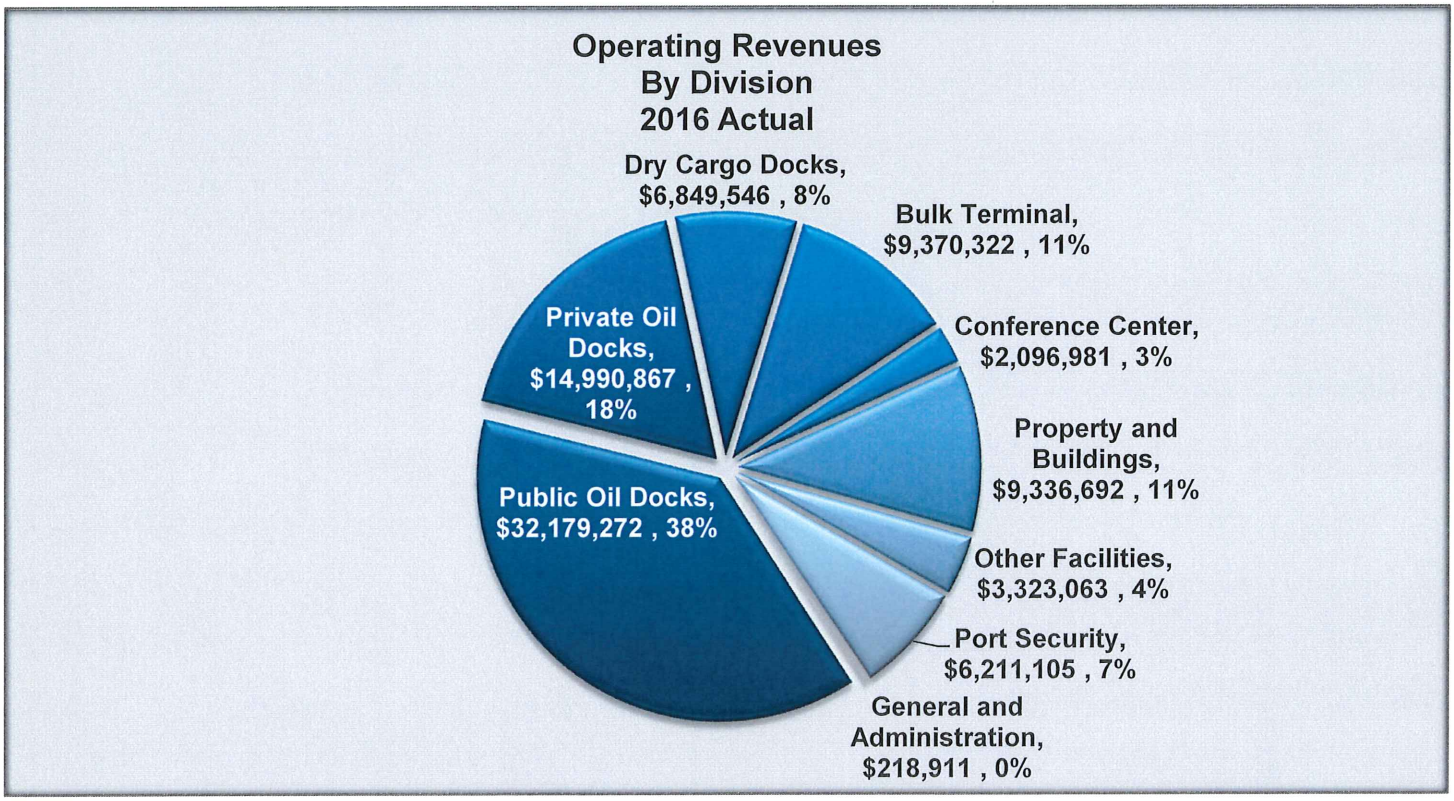
General and Administration	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 218,911	$ 228,500	$ (9,589)
Operating Expenses	$ (21,222,082)	$ (22,772,086)	$ 1,550,004
Net Operating Income(Loss)	$ (21,003,171)	$ (22,543,586)	$ 1,540,415
Other Revenue(Expenses)	$ 1,917,455	$ 881,865	$ 1,035,590
Net Income(Loss)	$ (19,085,716)	$ (21,661,721)	$ 2,576,005

Total	November YTD 2016 Actual	Budget	Variance
Operating Revenues	$ 84,576,759	$ 83,795,630	$ 781,129
Operating Expenses	$ (49,063,408)	$ (53,924,797)	$ 4,861,389
Net Operating Income(Loss)	$ 35,513,351	$ 29,870,833	$ 5,642,518
Other Revenue(Expenses)	$ (6,275,491)	$ (5,910,550)	$ (364,941)
Net Income(Loss)	$ 29,237,860	$ 23,960,283	$ 5,277,577

PORT OF CORPUS CHRISTI AUTHORITY

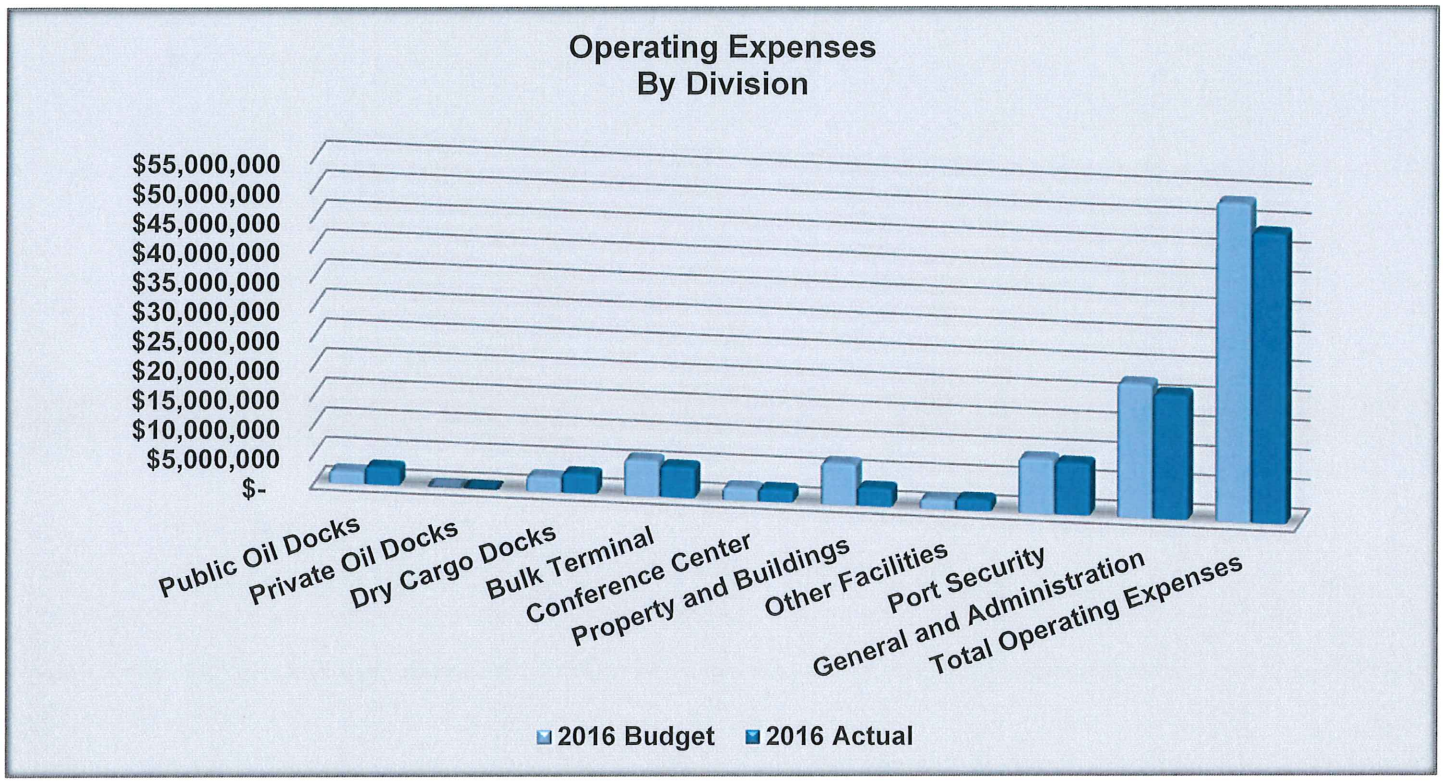
FINANCIAL RESULTS

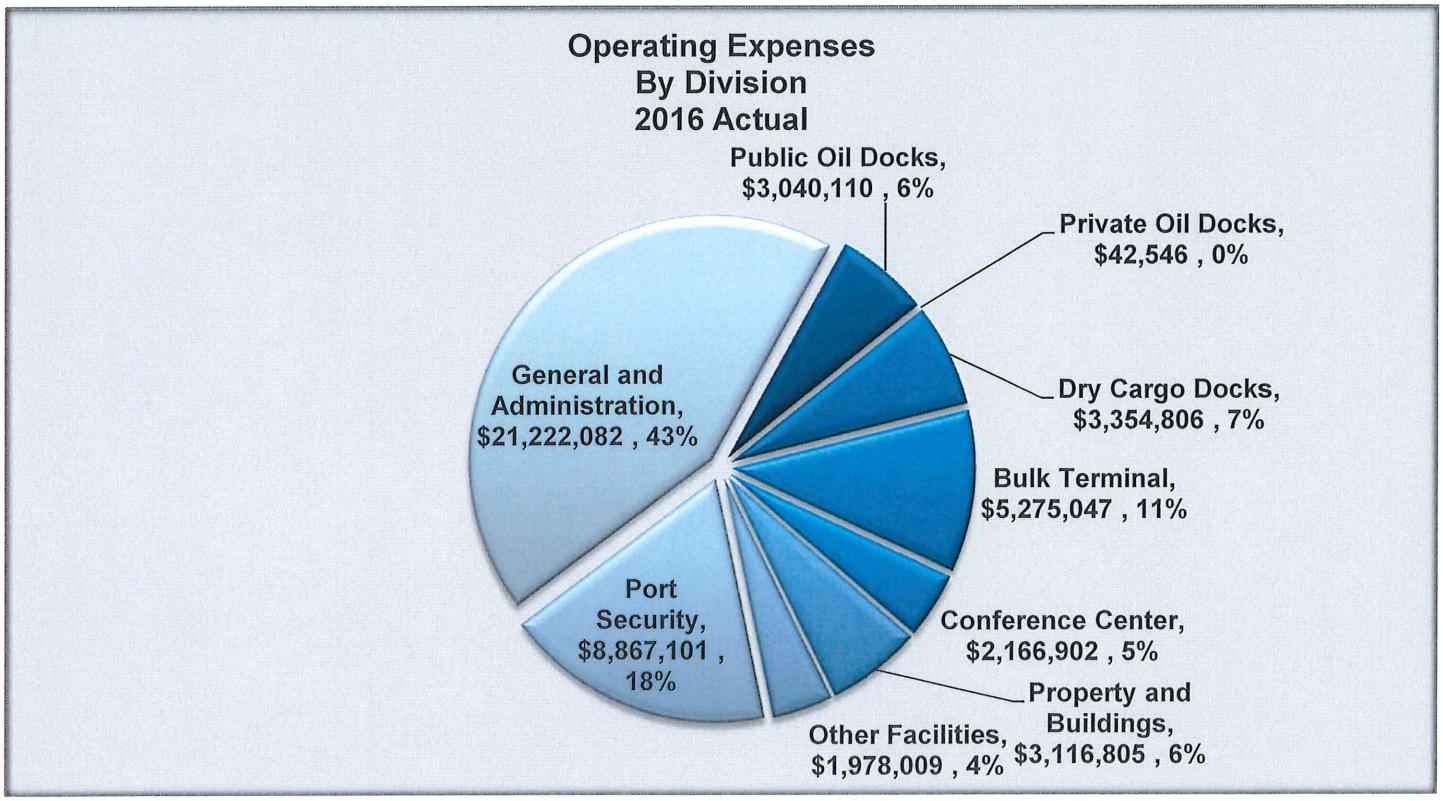




PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS



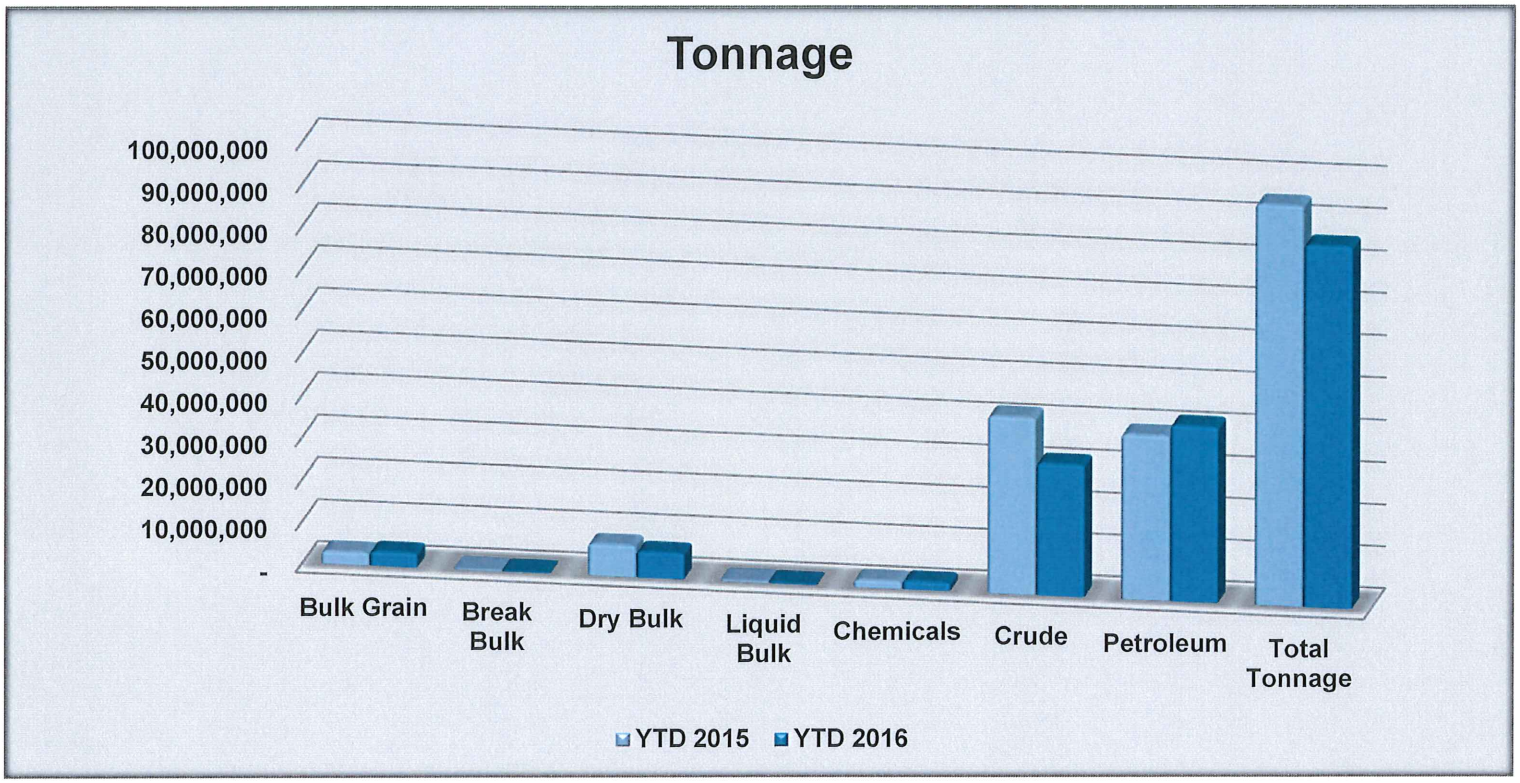


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

TONNAGE

	November				YTD			
	2016	2015	Mth Over Mth Change	%	2016	2015	Year Over Year Change	%
Bulk Grain	**378,606**	**425,131**	(46,525)	-11%	**3,468,554**	3,103,299	365,255	12%
Break Bulk	**28,402**	**25,495**	2,907	11%	**267,324**	379,594	(112,270)	-30%
Dry Bulk	**561,352**	**447,116**	114,236	26%	**6,274,364**	7,650,394	(1,376,030)	-18%
Liquid Bulk	**-**	**21,926**	(21,926)	-100%	**367,506**	529,307	(161,801)	-31%
Chemicals	**207,895**	**161,541**	46,354	29%	**2,062,920**	1,842,125	220,795	12%
Crude	**2,974,109**	**3,881,466**	(907,357)	-23%	**31,549,692**	42,200,937	(10,651,245)	-25%
Petroleum	**3,624,355**	**3,529,439**	94,916	3%	**41,893,463**	39,329,433	2,564,030	7%
Total Tonnage	**7,774,719**	**8,492,114**	**(717,395)**	**-8%**	**85,883,823**	**95,035,089**	**(9,151,266)**	**-10%**

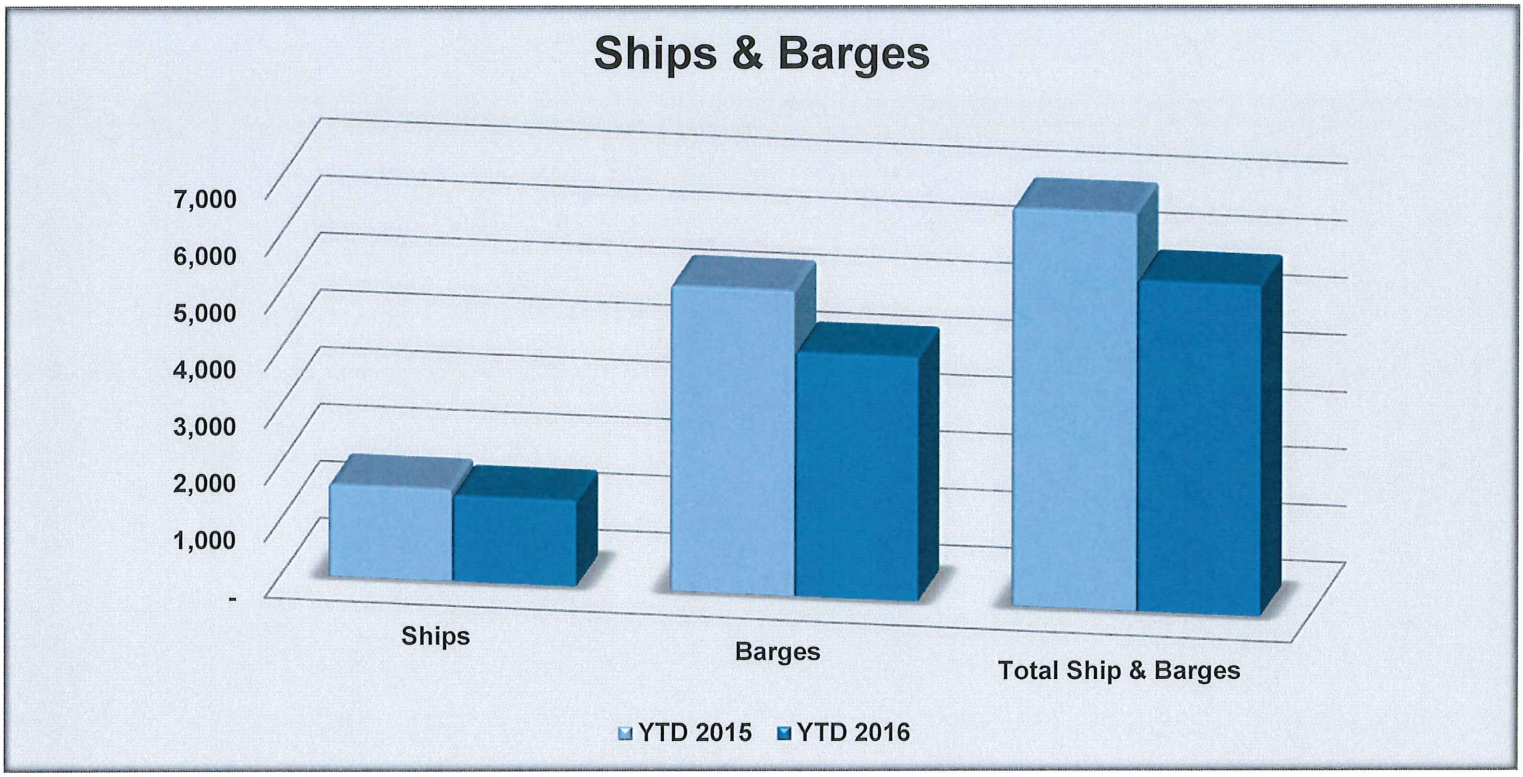


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	November				YTD			
	2016	2015	Mth Over Mth Change	%	2016	2015	Year Over Year Change	%
Ships	**145**	144	1	1%	**1,523**	1,624	(101)	-6%
Barges	**378**	452	(74)	-16%	**4,300**	5,367	(1,067)	-20%
Total Ship & Barges	**523**	**596**	**(73)**	**-12%**	**5,823**	**6,991**	**(1,168)**	**-17%**

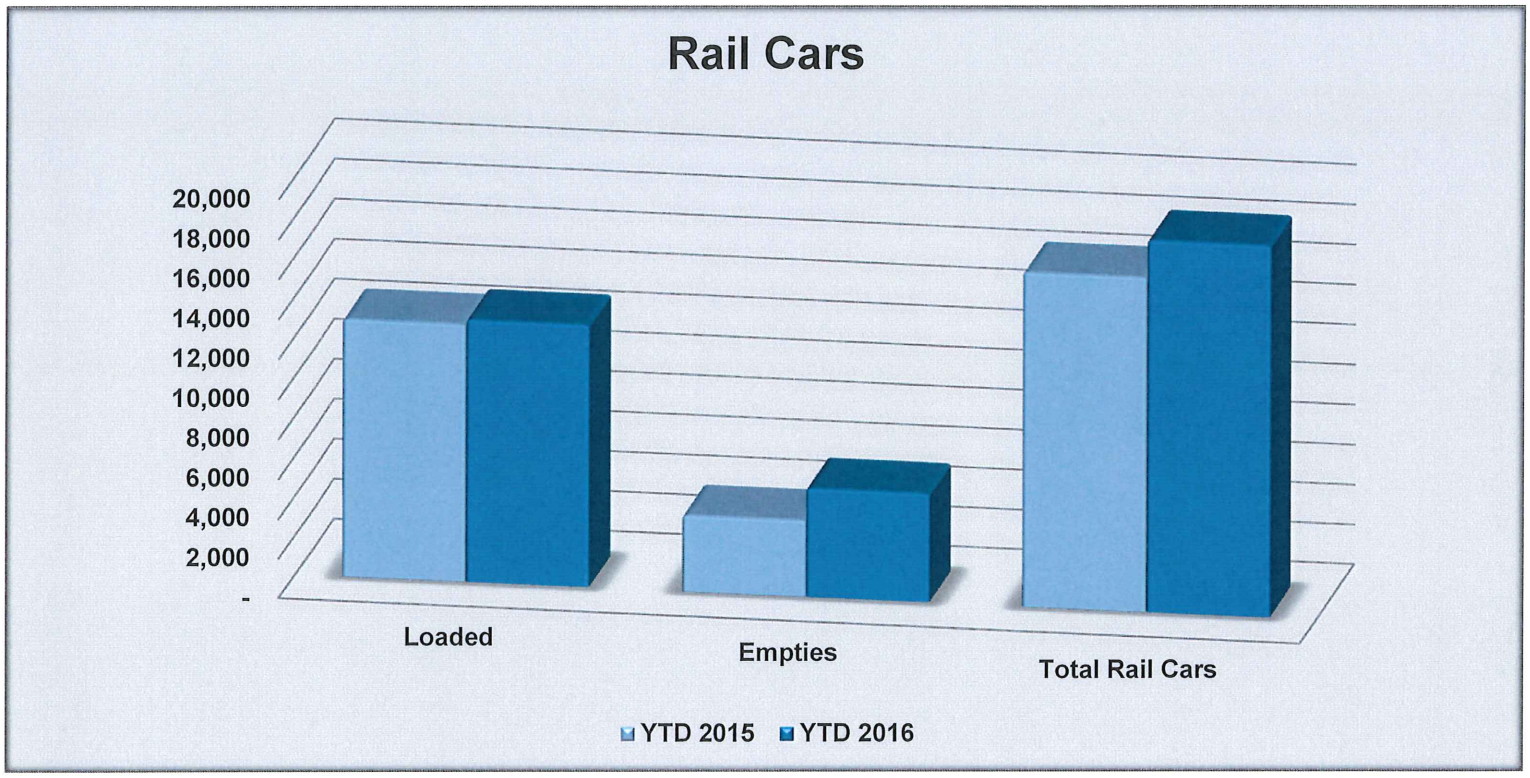


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

RAIL CARS

	November				YTD			
	2016	2015	Mth Over Mth Change	%	2016	2015	Year Over Year Change	%
Loaded	**2,338**	3,153	(815)	-26%	**13,152**	12,911	241	2%
Empties	**1,044**	302	742	246%	**5,495**	3,874	1,621	42%
Total Rail Cars	**3,382**	**3,455**	**(73)**	**-2%**	**18,647**	**16,785**	**1,862**	**11%**

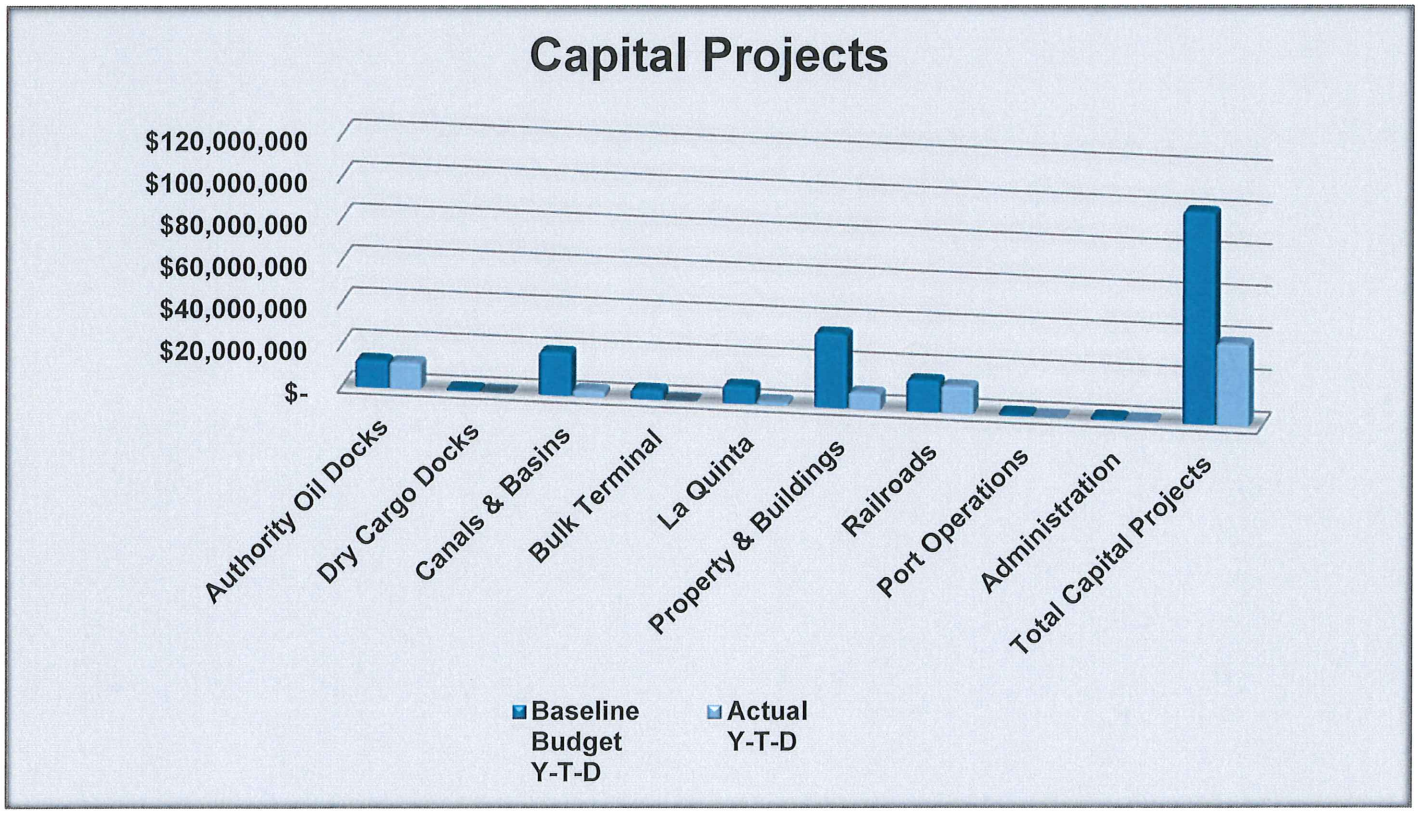


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

CAPITAL PROJECTS

	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	$ 13,530,000	$ 12,612,437	$ 917,563	$ 13,110,000	$ 12,612,437	$ (497,563)
Dry Cargo Docks	$ 1,200,000	$ 11,915	$ 1,188,085	$ 800,000	$ 11,915	$ (788,085)
Canals & Basins	$ 23,996,321	$ 3,113,302	$ 20,883,019	$ 20,630,821	$ 3,113,302	$ (17,517,519)
Bulk Terminal	$ 5,397,500	$ 76,032	$ 5,321,468	$ 4,877,500	$ 76,032	$ (4,801,468)
La Quinta	$ 9,637,500	$ 1,700,395	$ 7,937,105	$ 8,562,500	$ 1,700,395	$ (6,862,105)
Property & Buildings	$ 36,196,305	$ 8,004,222	$ 28,192,083	$ 35,517,000	$ 8,004,222	$ (27,512,778)
Railroads	$ 17,110,000	$ 13,012,408	$ 4,097,592	$ 15,160,000	$ 13,012,408	$ (2,147,592)
Port Operations	$ 1,086,000	$ 195,472	$ 890,528	$ 1,086,000	$ 195,472	$ (890,528)
Administration	$ 1,355,000	$ 399,993	$ 955,007	$ 1,361,000	$ 399,993	$ (961,007)
Total Capital Projects	**$ 109,508,626**	**$ 39,126,176**	**$ 70,382,450**	**$ 101,104,821**	**$ 39,126,176**	**$ (61,978,645)**



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of November, 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	$ (24,493,404)	$ -	$ 3,229,044
Access Road & Rail	$ 10,000,000	$ (99,126)	$ 9,900,874	$ 21,836	$ -	$ 9,922,710
Tule Lift Bridge	$ 18,000,000	$ (178,426)	$ 17,821,574	$ (214,136)	$ -	$ 17,607,438
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	$ (5,680,589)	$ -	$ 259,936
La Quinta-Aguatic Habitat	$ 4,020,000	$ (39,849)	$ 3,980,151	$ (1,909,336)	$ -	$ 2,070,815
La Quinta-Mitigation Buffer	$ 3,940,000	$ (39,055)	$ 3,900,945	$ (21,611)	$ -	$ 3,879,334
La Quinta Dock	$ 2,800,000	$ (27,755)	$ 2,772,245	$ (2,669,847)	$ -	$ 102,398
Total Bond Projects	**$ 115,000,000**	**$ (1,139,946)**	**$ 113,860,054**	**$ (76,788,379)**	**$ -**	**$ 37,071,675**