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

The Agenda for this meeting of the Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") is set forth below.

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 September 19, 2017 Commission meeting.
September 19, 2017 Minutes

7. Public Comment (Each speaker is limited to 3 minutes.)

8. Receive report from Security Committee

9. Receive Report from Audit Committee

10. Receive Report from Long-Range Planning Committee

11. Receive report from Office Building Committee

12. Presentations

12.a. Receive presentation from San Patricio Economic Development Corporation.

12.b. Receive presentation from the Corpus Christi Regional Economic Development Corporation.
CCREDC - Presentation

12.c. Receive update from voestalpine Texas Holdings.

12.d. Receive presentation from Peter Mclees, SMART Development, on Building a High-Performance Culture.

12.e. Receive update from Dell Richardson & Associates on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.
Dell Richardson - Presentation

13. Open Agenda

13.a. Award a Construction Contract in the amount of $320,050.00 to Ram-Bro Contracting, Inc. the lowest and best bidder based on bids received on October 2, 2017, to provide fill and to grade property at former South Shore DMPA site.
Ram Bro - Memo
Ram-Bro - Exhibit
Ram-Bro - Bid Tab

14. Consent Agenda - *The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All*

Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise.

14.a. Approve a Natural Gas Pipeline Easement with the City of Corpus Christi to Serve Maverick Terminals Corpus LLC and Bulk Liquid Handling Facility at Bulk Terminal Dock 3 and $209,250.87 for the installation and construction of a natural gas supply pipeline.
City of Corpus Christi - Memo
City of Corpus Christi - Exhibit
City of Corpus Christi - Cost Estimate
City of Corpus Christi - Easement Summary
City of Corpus Christi - Easement

14.b. Award a Construction Contract in the amount of $83,500 to Russell Marine LLC, the lowest and best bidder based on bids received on October 6, 2017, for Oil Dock 4 ship fender system repairs.
Russell Marine - Memo
Russell Marine - Exhibit
Russell Marine - Bid Tab

14.c. Approve an Amendment of Lease Agreement with NuStar Logistics, L.P. to extend the term of the existing Lease Agreement for a 4.32 acre tank farm, located south of Joe Fulton International Trade Corridor and north of Permian Yard, Nueces County, Texas.
NuStar - Memo
NuStar - Exhibit
NuStar - Amendment

14.d. Authorize the disposition of PCCA surplus property.
Surplus Property - Memo
Surplus Property - Detail List

14.e. Approve an Amended and Restated Lease Agreement with M & G Resins USA, LLC for a 10 acre temporary construction laydown area at Rincon Industrial Park, Nueces County, Texas.
M & G - Memo
M & G - Exhibit
M & G - Lease

14.f. Approval for Solicitation by Request for Proposal for FEMA Public Assistance Program Grant Management Services.
FEMA Management Services - Memo

14.g. Approve a Consent to Change of Pipeline Product pursuant to an Amendment of Right-of-Way Agreement dated April 9, 2013 amending that

certain easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation changing the product specified in said easement agreement and said amendment from natural gas to oxygen.
Houston Pipeline Company - Memo
Houston Pipeline Company - Exhibit
Houston Pipeline Company - Amendment

14.h. Approve an Easement Agreement with the Texas Department of Transportation for 0.0159 acres (693 sq. ft.) of Right-of-Way associated with the US-181 Harbor Bridge Replacement Project.
TxDOT ROW - Memo
TxDOT ROW- Exhibit
TxDOT ROW - Easement

14.i. Approve a Closure and Removal Agreement with Union Pacific Railroad.
Union Pacific Railroad - Memo
Union Pacific Railroad - 2017 Agreement
Union Pacific Railroad - 1998 Agreement

14.j. Approve a Lease Agreement with ARACOR, Inc. doing business as the Aransas-Corpus Christi Pilots for a .62 acre secure parking area and pilot boarding pier on Harbor Island, Nueces County, Texas.
Aransas-Corpus Christi Pilots- Memo
Aransas-Corpus Christi Pilots - Exhibit
Aransas-Corpus Christi Pilots- Lease Summary
Aransas-Corpus Christi Pilots - Lease

15. Executive Director's and Commissioners' Comments

15.a. Executive Director's Report
Executive Director's Report

16. Recess Open Meeting and Convene Executive Session - *The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

16.a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice on PCCA's policies.

16.b. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's counsel in Re: Sherwin Alumina Company, LLC, et al., Debtors.

16.c. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorneys on PCCA's remedies under certain real property leases, a dock use agreement, and a real estate purchase option contract.

16.d. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in San Patricio County.

16.e. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing property in San Patricio County to a third party.

16.f. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorneys concerning threatened litigation.

17. Reconvene Open Meeting.

18. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
SEPTEMBER 19, 2017

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, September 19, 2017 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. Dennis DeVries
Mr. Jarl Pedersen
Mr. Kent Britton
Mr. Darrin Aldrich
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Kresten Cook
Mr. Russell Cordo
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. Gilbert Acevedo
Ms. Lynn Angerstein
Mr. Steven Ashley
Mr. Eric Battersby
Mr. Bland Chamberlain
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Mr. Brett Flint
Ms. Natasha Fudge
Mr. James Haley
Mr. T.J. Gonzalez
Mr. Erin Hall

Ms. Donna James-Spruce
Mr. Dan Koesema
Ms. Sonya Lopez
Mr. Dave Michaelsen
Ms. Leslie Ruta
Mr. David Villarreal
Mr. Bennie Benavides
Ms. Sandy Escobar
Ms. Teresa Longoria
Ms. Jennifer Powell
Mr. Jesse Samu
Ms. Pamela Mota
Mr. Miguel Rivera
Mr. Michael Cross
Mr. Austin DeGaish
Ms. Annie Archuleta
Mr. Craig Smith
Mr. Thomas Rios
Ms. Veronica Ramos
Ms. Rita Aracaju

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

Others Present: Ms. Elva Lopez
Robstown Area Development Corp.
Mr. Jonathan Frels
Bracewell LLP
Mr. Stephen White
Buckeye Partners
Mr. Stuart DeKoch
ATS Construction
Ms. Doreen Aarrell
KCS/PR
Mr. Kyle McElroy
Mott McDonald
Mr. Eddie Seal
Keller William Realty
Mr. Scott Harris
LAN
Ms. Libby Averyt
Ms. Katrina Wilson
United Way of the CB
Mr. Robert Morris
Mr. Mark Gilbreath
Security Title

Mayor Joe McComb
City of Corpus Christi
Ms. Karen Selin
C B Community Foundation
Mr. Jorge Garza
Estrada Hinojosa & Co.
Mr. Rick Ott
San Patricio County
Jr. Garry Ayers
Mr. Chris Reidel
FEMA
Ms. Denise Skinner
NuStar Energy
Mr. Troy Madrigal
MSUSA
Capt. Mike Kershaw
Consultant
Mr. Gary Moore, Sr.
City of Portland
Mr. David Cave
CITGO
Mr. Larry Perryman
Bay-Houston Towing co.
Mr. Tommy Kurtz
CC Regional Economic Development Corp.
Mr. Ronald Berglund
Robstown Improvement Development Corp.
Mr. Bob Paulison
Port Industries

1. Meeting called to order.

2. Safety briefing presented.

3. Pledge of Allegiance recited.

4. Invocation given.

5. Conflict of Interest Affidavits: None were submitted.

6. Minutes.

6a. ***August 15 and September 1, 2017 Minutes:***

Action: On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission approved the minutes of the August 15 and September 1, 2017 Commission meetings, in the form presented to the meeting.

7. ***Public Comments:*** Mayor Celestino Zambrano with the City of Gregory, thanked the Port Commission for their humanitarian outreach to the citizens of Gregory after Hurricane Harvey.

8. ***Security Committee Report:*** The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

9. ***Audit Committee Report:*** The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

10. ***Long-Range Planning Committee Report:*** The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

11. ***Office Building Committee:*** The Chairman of the committee said there was nothing to report at this time.

12. ***Presentations:***

12a. The Commission received a presentation from Corpus Christi Mayor McComb on the Hurricane Harvey Relief Fund.

12b. The Commission received a post hurricane report from PCCA staff.

Point of Order: Chairman Zahn pointed out that the supporting materials for agenda items 13c, 13h, 13l and 13q of this meeting were delivered to the Commissioners after the deadline stated in the Commission's Operating Rules. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission unanimously agreed to consider these agenda items.

13. Open Agenda:

13a. ***Mayor's Hurricane Harvey Fund:*** Staff recommended adoption, in the form presented to the meeting, a resolution authorizing payments to the Mayor's Hurricane Harvey Fund from the Port of Corpus Christi Promotion and Development Fund.

Action: On motion made by Mr. Valls and seconded by Mr. Squires, the Commission adopted the following resolution:

RESOLUTION AUTHORIZING PAYMENTS TO THE MAYOR'S HURRICANE HARVEY FUND FROM THE PORT OF CORPUS CHRISTI PROMOTION AND DEVELOPMENT FUND

WHEREAS, the *Mayor's Hurricane Harvey Fund* ("Hurricane Relief Fund") to aid in Hurricane Harvey recovery efforts has been established by Mayor Joe McComb through the Coastal Bend Community Foundation; and

WHEREAS, contributions to the Hurricane Relief Fund will be dispersed to local governmental entities with a focus on community infrastructure and revitalization; and

WHEREAS**,** contributions to the Hurricane Relief Fund may also be dispersed to local charitable organizations that are making disaster relief payments to individuals; and

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") is a navigation district and political subdivision of the State of Texas operating under Chapters 60 and 62 of the Texas Water Code; and

WHEREAS, PCCA maintains the *Port of Corpus Christi Promotion and Development Fund* (the "Development Fund") pursuant to the authority granted in Subchapter H of Chapter 60 of the Texas Water Code; and

WHEREAS, money in the Development Fund may be spent by the Port Commission or as the Port Commission may direct to pay any expenses connected with, among other things, furthering the general welfare of the navigation district; and

WHEREAS, the Port Commission has determined that contributions to the Hurricane Relief Fund will further the general welfare of the navigation district;

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 authorizes and directs the Executive Director to use money in the Development Fund to pay $25,000 to the Hurricane Relief Fund in 2017 and $25,000 to the Hurricane Relief Fund in 2018.

Section 2. PCCA's payments to the Hurricane Relief Fund shall be used to aid in Hurricane Harvey recovery efforts in Nueces, San Patricio and Aransas Counties.

Section 3. A copy of this Resolution shall be delivered to the Chief Financial Officer.

Section 4. This Resolution shall be effective immediately upon its adoption on September 19, 2017.

13b. ***PCCA's Vendors Code of Ethics Policy:*** Staff recommended the adoption of the Vendors Code of Ethics Policy for PCCA in the form presented to the meeting.

Action: On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved Staff's recommendation.

13c. ***PCCA's Occupational Health & Safety Policy:*** Staff recommended approval of PCCA's Occupational Health & Safety Policy, in the form presented to the meeting.

Action: On motion made by Mr. Squires and seconded by Mr. Engel, the Commission approved Staff's recommendation.

13d. ***General and Marine Liability Coverage, Related Liability, and Hull Coverage Renewal:*** Staff recommended the purchase of the following insurance effective as of October 1, 2017, for a total contribution to the Texas Municipal League – Intergovernmental Risk Pool of $197,597.40: General/Marine Liability, Law Enforcement Liability, Errors & Omissions, Auto/Auto Physical Damage, Mobile Equipment, Hull (Real & Personal Property), and Crime.

Action: On motion made by Mr. Engel and seconded by Ms. Canales, the Commission approved Staff's recommendation.

13e. ***Disposition of PCCA Surplus Personal Property:*** Staff recommended the Commission declare the following items as surplus personal property and authorize Staff to proceed with disposition of the property by auction or by sale as specified under Section 62.122 of the Texas Water Code. Staff further recommended that the 2009 Trail Wagon, Unit #376, be eliminated from disposition at this time.

Make/Model	**Unit #**
2003 Ford F150	323
2008 Ford Ranger	361
2003 Ford F150	428
1976 Miller Trailer	56
1993 Golden Eagle Trailer	217
1994 Magnum Trailer	224
1996 Shop made Trailer	244
2013 Ford Expedition	469
2009 Trail Wagon	376 *(not to be disposed of at this time)*

Action: On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved Staff's recommendation.

13f. ***USDOT INFRA Grants:*** Staff recommended approval to develop and submit an application for the 2017-2018 INFRA grant to be used toward the final design and construction of the Joe Fulton International Trade Corridor Re-Alignment and Truck Queuing Area Project to relieve congestion and safety concerns created by the queuing of semi-truck traffic at the ADM grain facility during peak harvest times. The project is estimated to have a construction cost of up to $25 million.

Action: On motion made by Mr. Valls and seconded by Ms. Canales, the Commission tabled this item and advised staff to take this item to the Long-Range Planning Committee for their review and recommendation to the Commission.

13g. ***State of Texas Criminal Justice Division Body Armor Grant:*** Staff recommended adoption, in the form presented to the meeting, a resolution approving PCCA's application for State of Texas, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program funds to procure rifle-resistant body armor for PCCA Police Officers. Staff also recommended authorization to accept the no-match funding if granted by the Rifle-Resistant Body Armor Grant Program.

Action: On motion made by Mr. Valls and seconded by Ms. Canales, the Commission adopted the following resolution:

RESOLUTION APPROVING GRANT APPLICATION TO RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") is a navigation district and political subdivision of the State of Texas operating under the provisions of Article XVI, Section 59, Texas Constitution, and related laws of the State of Texas, particularly Chapters 60 and 62, Texas Water Code;

WHEREAS, Chapter 53, Acts of the 81st Legislature, Regular Session, 2009 (the "Security Act"), amended Chapter 397, Acts of the 68th Legislature, Regular Session, 1983, by adding Section 4C thereto, which authorizes the Port Commission to adopt and enforce ordinances, rules, or police regulations necessary to protect, secure, and defend the ship channels and waterways in PCCA's jurisdiction and facilities served by those ship channels and waterways;

WHEREAS, the Port Authority formed a Police Department after September 11, 2001, to protect the Port Authority's property and persons using the property;

WHEREAS, the State of Texas, Criminal Justice Division (CJD) has authorized grant funding, without a match requirement, for the procurement of rifle resistant ballistic protection for certain law enforcement officers within the State of Texas through the Rifle-Resistant Body Armor Grant Program; and

WHEREAS, the Port Commission of the Port of Corpus Christi Authority recognizes the need for Port of Corpus Christi law enforcement officers to have rifle resistant ballistic protection available to them while on patrol.

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

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA submit a Grant Application to CJD for rifle resistant ballistic protection pursuant to the Rifle-Resistant Body Armor Grant Program.

Section 2. The Executive Director is hereby authorized and directed, for and on behalf of PCCA, to execute the Grant Application and to attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution.

Section 3. The Port Commission agrees that in the event of loss or misuse of grant funds, the PCCA will return all awarded funds to CJD as required by the Rifle-Resistant Body Armor Grant Program.

Section 4. This Resolution is hereby adopted by the Port Commission on September 19, 2017.

13h. ***Bond Counsel and Financial Advisor for PCCA's 10-year Channel Improvement Program:*** Staff recommended approval of the engagement of Bracewell LLP as PCCA's bond counsel in connection with the issuance of the Capital Improvement Projects Bonds and that the Executive Director be authorized to execute Bracewell's engagement letter for these services in the form presented to the meeting. Staff further recommended that the Port Commission approve the engagement of Estrada Hinojosa & Company Inc., as PCCA's financial advisor in connection with the issuance of the Capital Improvement Projects Bonds and that the Executive Director be authorized to execute Estrada Hinojosa's engagement letter for these services in the form presented to the meeting.

Action: On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved the engagement of Bracewell LLP as PCCA's bond counsel for the Capital Improvement Projects Bonds in accordance with the terms and conditions of their engagement letter presented at the meeting which said, "Our fees for the services provided by our firm will be determined by mutual agreement of the Port and Bracewell from time to time in connection with the issuance of each series of Obligations."

Then on motion made by Mr. Engel and seconded by Mr. Squires, the Commission approved Estrada Hinojosa & Company Inc. as PCCA's financial advisor for the Capital Improvement Projects Bonds in accordance with the terms and conditions of their engagement letter presented at the meeting if Estrada Hinojosa would agree to provide these services on an hourly fee basis.

13i. ***Change Order with Russell Marine, LLC associated with Oil Dock 15 Project:*** Staff recommended approval of a deductive Change Order with Russell Marine LLC, in the total amount of a $226,116.60 credit for various items associated with the Oil Dock 15 project, including the removal of much of the mechanical, electrical, and instrumentation components of the project, resolution of a claim for changed conditions associated with dredging, additional costs associated with construction delays to allow for redesign of the dock and electrical and mechanical portions of the contract, and for providing additional dock modifications.

Action: On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved Staff's recommendation.

13j. ***Fourth Amendment to Service Order No. 9 with CH2M Hill Engineers, Inc. for the New Oil Dock 15 Project:*** Staff recommended approval of a fourth amendment to Service Order No. 9 with CH2M Hill Engineers Inc. (CH2M), at a cost not to exceed $64,599, under an existing Professional Services Master Agreement 13-05, for additional engineering services performed by Core Engineering, sub-consultant, to provide mechanical and electrical engineering services for the new Oil Dock 15.

Action: On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission approved Staff's recommendation.

13k. ***Preliminary Design for New North Bank Cargo Dock:*** Staff recommended approval of a Professional Engineering Services Contract with Matrix PDM Engineering (Matrix) in an amount not to exceed $269,570.00 for engineering services associated with the new North Bank Cargo Dock. Staff further recommended that the Director of Engineering Services be granted a 5% contingency ($13,478.00) to cover any minor changes in the scope of work during the term of the contract.

Action: On motion made by Mr. Engel and seconded by Mr. Hoskins, the Commission approved Staff's recommendation.

13l. ***Construction of a Bulk Liquids Transfer Facility at Bulk Dock 3 Project:*** Staff recommended award of a construction contract to J.M. Davidson, Ltd for construction of the Bulk Liquids Transfer Facility at Bulk Dock 3 project in an amount of $6,621,987.00. Staff further recommended that the Director of Engineering Services be granted a 4% contingency ($264,879.48) in accordance with PCCA's standard contingency guidelines for marine construction projects.

Action: On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved Staff's recommendation.

13m. ***Construction of the Mike Carrell Road Entrance and Roadway Project:*** Staff recommended award of a contract to Haas-Anderson Construction, Ltd. in the total amount of $3,937,339, consisting of the Base Bid ($3,729,430.65), Additive Bid Item #1 for M&G Resin's 4-inch waterline backflow and meter service ($47,850.00), and Additive Bid Item #2 for additional hot mix asphalt ($160,058.35). Staff further recommended that the Director of Engineering Services be granted a 2% contingency ($78,746.78) in accordance with PCCA's standard contingency guidelines for general construction projects.

Action: On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved Staff's recommendations.

13n. ***General Improvements to Cargo Dock 9 Transfer Facility:*** Staff recommended award of a contract to B.E. Beecroft Co., Inc. in the amount of $1,361,818.00. This amount includes $1,268,706.00 for the Base Bid and $93,112.00 for replacing eight (8) additional overhead doors for Additive Bid Item 1 at a rate of $11,639.00/door. Staff further recommended the award of Additive Bid Item 2 (additional purlins and bracing at $581.00/ea) and Additive Bid Item 3 (additional eave struts at $1,076.00/ea) for the replacement of additional damaged purlins and eave struts needing replacement during construction, and an approved allowance of $50,000.00 for these two additive bid items. Staff further recommended that the Director of Engineering Services be granted a 6% contingency ($81,709.08) in accordance with PCCA's standard contingency guidelines for rehabilitation projects.

Action: On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission approved Staff's recommendations. Mr. Valls abstained from voting on this item.

13o. ***voestalpine Texas Holding, LLC Lease Agreement dated May 1, 2013:*** Staff recommended approval of an agreement, in the form presented to the meeting, that would renew, extend, and restate PCCA's existing forbearance agreement with voestalpine Texas Holdings, LLC ("voestalpine") regarding handling of Mechanic's and Materialmen's Liens under the terms of voestalpine's lease with PCCA. The proposed agreement postpones until October 31, 2017, PCCA's right to demand the immediate release of all Mechanic's and Materialmen's Liens (M&M Liens") to allow time for voestalpine to arbitrate disputes with its contractors.

Action: On motion made by Ms. Canales and seconded by Mr. Valls, the Commission approved the renewal agreement in the form presented to the meeting, but with a termination date of January 1, 2018 instead of October 31, 2017. Mr. Hoskins voted no on this item.

13p. ***Preliminary Construction Access Agreement with GCGV Asset Holding LLC:*** Staff recommended approval of a Preliminary Construction Access Agreement with GCGV Asset Holding, LLC (GCGV), for preliminary construction activities associated with driveways and a heavy haul road crossing PCCA property in San Patricio County.

Action: On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved Staff's recommendation.

13q. ***Increase DMPA Capacity for PCCA and Third Party use at South Shore DMPA Cells A & B:*** Staff recommended approval of payment to the U.S. Army Corps of Engineers in an amount not to exceed $332,000 for PCCA's remaining costs associated with the U.S. Army Corps of Engineers Construction Contract to increase DMPA capacity for PCCA and Third Party use at South Shore DMPA Cells A & B.

Action: On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved Staff's recommendation.

14. ***Consent Agenda:*** Mr. Valls moved the approval of the Consent Agenda Items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Hoskins seconded the motion and the motion passed without objection.

14a. By approval of the Consent Agenda Motion, the Commission approved the purchase of a radio system for the Harbor Master Office from Motorola Solutions, Inc. through H-GAC government purchasing contract RA05-15 and networking equipment from Computer Solutions in the total amount of $103,444.65.

14b. By approval of the Consent Agenda Motion, the Commission approved an Amended and Restated Pipeline Easement Agreement with NuStar Logistics, L.P. granting access to NuStar's 100' by 125' valve site located in the northwest corner of the North Side Open Storage Yard, Nueces County.

14c. By approval of the Consent Agenda Motion, the Commission approved a Fourth Amendment of Lease with Maritime Berthing Inc. to extend the existing lease tract at Cargo Docks 14 and 15 until December 31, 2017.

15. Executive Director Report and Commissioner Comments:

15a. 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.

15b. Mr. Zahn then asked for comments from the Commissioners.

16. Recess Open Meeting and Convene Executive Session: At 11:39 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071, §551.072, §551.074 of the Texas Government Code to deliberate agenda items 16a, 16b, 16c, 16d, 16e, and 16f, which were described in the agenda of the meeting as follows:

16a. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in San Patricio County.

16b. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice for PCCA's attorney regarding a proposed water development project agreement.

16c. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to evaluate the performance of the Deputy Executive Director & Chief Operating Officer.

16d. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in Nueces County.

16e. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorney regarding PCCA's business interruption insurance.

16f. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorney regarding entity names that falsely imply governmental affiliation with PCCA.

17. Adjourn: The Commission reconvened in open session at 1:23 p.m. Then on motion duly made and seconded, the meeting was adjourned at 1:24 p.m.

Port Commission
Activity Report
October 2017

Corpus Christi
REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

Employment by Sector for selected Month/Corpus Christi MSA

	Annual Change		Aug -17	Jul - 17	Aug - 16	Aug - 15	Aug -14	Aug -13
Total Nonagricultural	5,300	2.80%	194,600	194,000	189,300	193,500	194,200	187,200
Mining, Logging, & Construction	1,500	7.00%	23,000	22,700	21,500	23,900	26,300	24,100
Manufacturing	400	4.60%	9,100	8,900	8,700	9,400	10,000	9,800
Trade, Transportation and Utilities	200	0.60%	34,600	34,900	34,400	35,800	35,800	34,000
Information	-100	-5.30%	1,800	1,800	1,900	2,100	2,100	2,100
Financial Activities	500	6.60%	8,100	8,200	7,600	8,500	8,500	9,800
Professional And Business Services	1,500	9.10%	18,000	17,900	16,500	17,200	16,300	15,600
Educational and Health Services	900	2.90%	32,400	31,900	31,500	29,800	29,600	29,700
Leisure and Hospitality	0	0.00%	27,100	27,100	27,100	27,000	26,000	24,800
Other Services	100	1.40%	7,400	7,500	7,300	8,100	8,300	7,800
Government	300	0.90%	33,100	32,900	32,800	31,700	31,300	31,400

Source: www.Tracer2.com

Key Economic Indicators

Oil Prices (WTI):

Sep 2016	$45.88/bbl.
Sep 2017	$51.85/bbl.

(WTC www.eia.com)

Natural Gas Prices:

	$2.82 mm btu
	$2.90 mm btu

(Henry Hub www.eia.gov)

U.S. Rig Count:

(www.bakerhughes.com/rigcount)

Sep 2014	1,931
Sep 2015	838
Sep 2016	522
Sep 2017	**940**

Eagle Ford Shale Rig Count:

(www.EagleFordShale.com)

Sep 2014	207
Sep 2015	85
Sep 2016	36
Sep 2017	**68**

Unemployment:

Aug 2016	6.2%
Aug 2017	5.8%

Employment:

Aug 2016	189,300
Aug 2017	194,600

YTD EDC Goals and Results

Project Wins: 3 - 731 Jobs, $60 Million in Annual Payroll

- ExxonMobil/SABIC: Plastics Facility, 636 jobs, $90,000 average wage, $9.5 B investment Corpus Christi ETJ
- Envirotech Carriers: medical waste facility, 20 new jobs, $50,000 average wage, $500k investment
- SWC Group: call center, 75 jobs, $24,000 average wage, $1 million investment

Activities:

- Prospect Visits this Quarter: 1
- Upcoming site visits: 3
- Upcoming recruitment missions: 2
- Type A projects in process: 0

Project Pipeline:

✓ 2 Class A Projects (high probability) – 30 jobs
✓ 3 Class B Projects (in competitive negotiations) – 4,700 jobs
✓ 19 Class C Projects (early in process/low probability) – 2,070 jobs
✓ 24 Total projects representing a potential of $ 26.35 B CapEx

Business Recruitment Program

Event	Month	Targeted Sector
IEDC Leadership	January	Site Selectors
Polyethylene Films	February	Plastics/packaging
World Petrochemical Conf.	March	Petrochemical
IAMC Forum	April	Site Selectors
MRO Americas	April	Aviation
New York City Area (with Port)	May	Media
AUVSI	May	Drones with TAMU-CC
Select USA	June	Foreign Direct Investment
FDI – Asia	July	Foreign Recruitment
Industrial Asset Management Council	Oct.	Corporate Real Estate
IAMC- Global Plastics Show	Oct.	Plastics

Business Retention/Expansion
Q3 2017

BRE Visits YTD – 95 (fiscal year Aug.1)

41% Business Growth or Sales Increase
86% Positive Business Climate
49% Infrastructure (i.e. Roads)
31% Labor Supply Inadequate
36% Challenges recruiting skilled labor

Corpus Christi
REGIONAL ECONOMIC DEVELOPMENT CORPORATION

Corpus Christi
REGIONAL ECONOMIC DEVELOPMENT CORPORATION

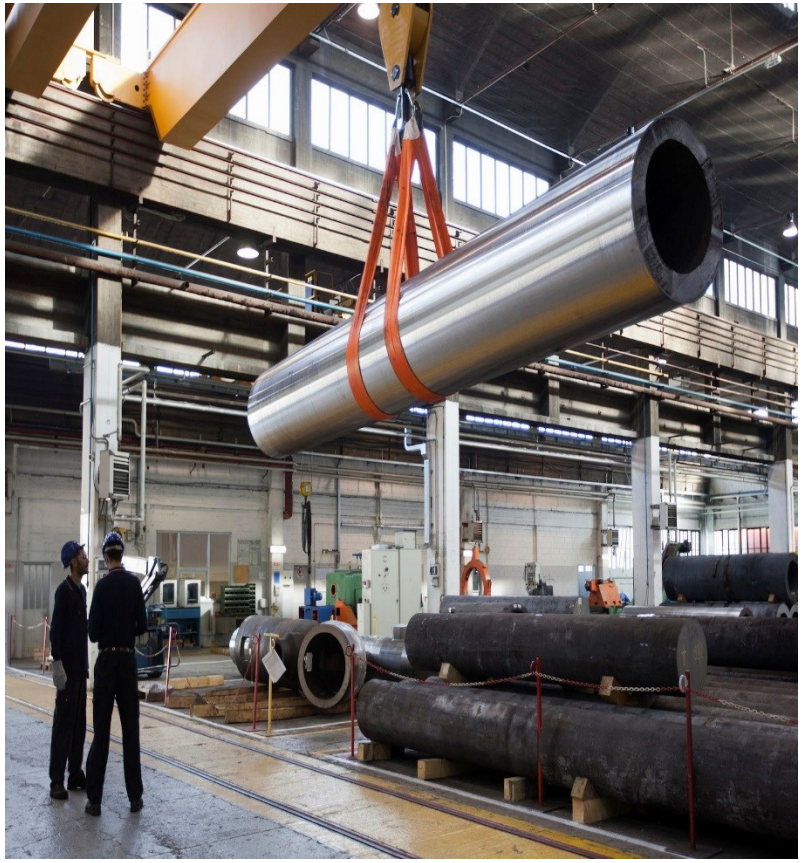
AEP TEXAS℠

Making the Business Case for Corpus Christi

Target Industry Analysis for Corpus Christi Regional Economic Development Corporation

Newmark Grubb Knight Frank
Global Corporate Services

Target Industries



In 2016 CCREDC completed a Target Industry Analysis that compared us to peer cities and identified skills that are currently in the workforce that would translate into another industry sector. Opposition research, site selector focused.

The study came back with four areas of focus:

1. **Specialty Steel Production (Electric Arc Furnaces)**

2. **Shale Oil/Natural Gas/Pipeline Industry/NGL Production**

3. **Aircraft Manufacturing and Unmanned Aerial Systems**

4. **Small Business & Entrepreneurship Development**

Targeted Industries: Why do Target Business Recruitment

Specialty Steel Production

- Large sites available with access to rail and deep water
- Availability of raw materials (HBI) and power (natural gas)
- Supply chain gap between voestalpine, TPCO, and other steel users in the energy sector

Shale Oil / Natural Gas / Pipeline Industry / NGL Production

- Closest Port to Eagle Ford Shale & Permian Basin
- Home to 5 refineries, plus two ethane producers and two splitter plants
- Pipeline infrastructure already in place and more being built
- Large sites available with Class I railroads and deep water ports
- World scale availability of ethane and other NGL's

Targeted Industries: Why do Target Business Recruitment

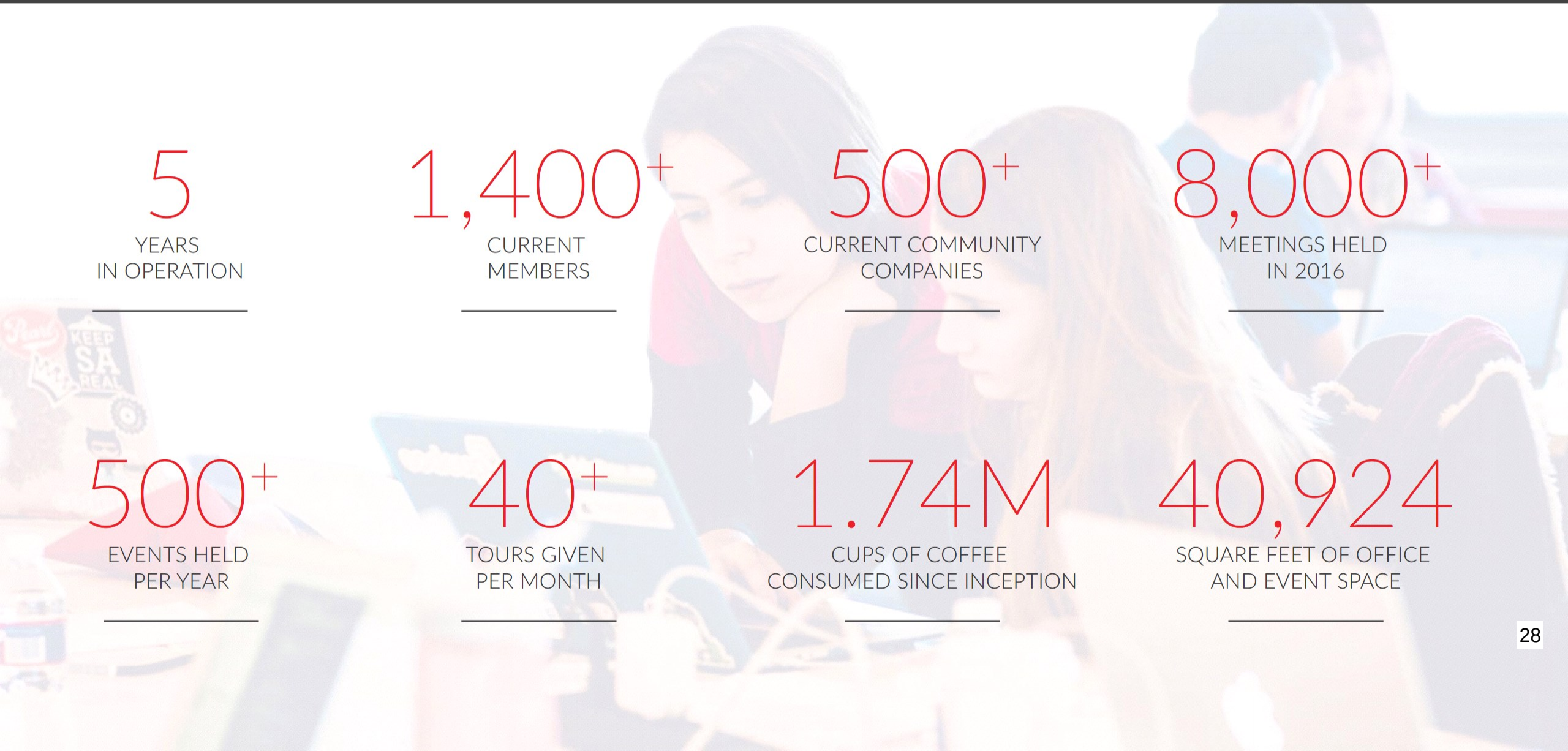
Aircraft Manufacturing & Unmanned Aerial Systems

a. Labor availability (10,100 specialized, 34,652 translatable)
b. Market/supplier proximity
c. Transportation network
d. Local knowledge
e. Utility cost and reliability
f. Strong growth forecast (national, state. local)
g. Real estate costs

Entrepreneurship & Small Business Development

a. Texas A&M University (opened Coastal Bend Innovation Center in 2008)
b. Del Mar Small Business Development Center
c. Transportation network
d. Local knowledge
e. Utility cost and reliability
f. Real estate availability
g. Real estate costs
h. Geekdom Concept / Feasibility

GEEKDOM STATS



5
YEARS
IN OPERATION

1,400+
CURRENT
MEMBERS

500+
CURRENT COMMUNITY
COMPANIES

8,000+
MEETINGS HELD
IN 2016

500+
EVENTS HELD
PER YEAR

40+
TOURS GIVEN
PER MONTH

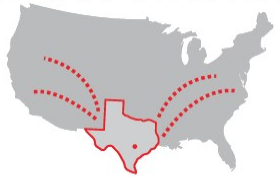
1.74M
CUPS OF COFFEE
CONSUMED SINCE INCEPTION

40,924
SQUARE FEET OF OFFICE
AND EVENT SPACE

ECONOMIC IMPACT

$74.3M IN CAPITAL HAS BEEN RAISED BY COMMUNITY COMPANIES OVER A 5-YEAR PERIOD

OVER THE SAME 5-YEAR PERIOD, SAN ANTONIO INVESTORS HAVE GIVEN



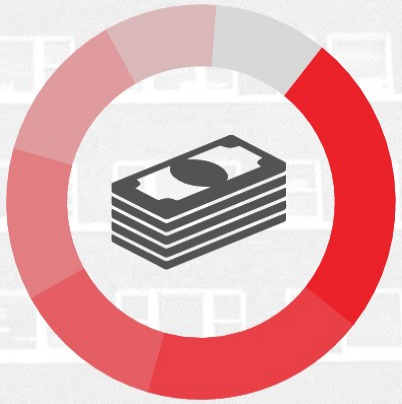
$6.2M IN FUNDING TO COMPANIES BASED OUTSIDE OF SAN ANTONIO AND NATIONALLY

5 THERE HAVE BEEN 5 COMMUNITY COMPANIES THAT WERE ACQUIRED

12 COMMUNITY COMPANIES HAVE FILED 12 PATENTS

$35.7M COMBINED PROJECTED REVENUE GENERATED IN 2016 BY COMMUNITY COMPANIES

TOTAL REVENUE RANGING FROM LESS THAN $50K TO MORE THAN $1M



- GREATER THAN $1M
- $750K - $1M
- $500K - $750K
- $250K - $500K
- $150K - $250K
- $50K - $150K
- LESS THAN $50K

Type B Sales Tax Program

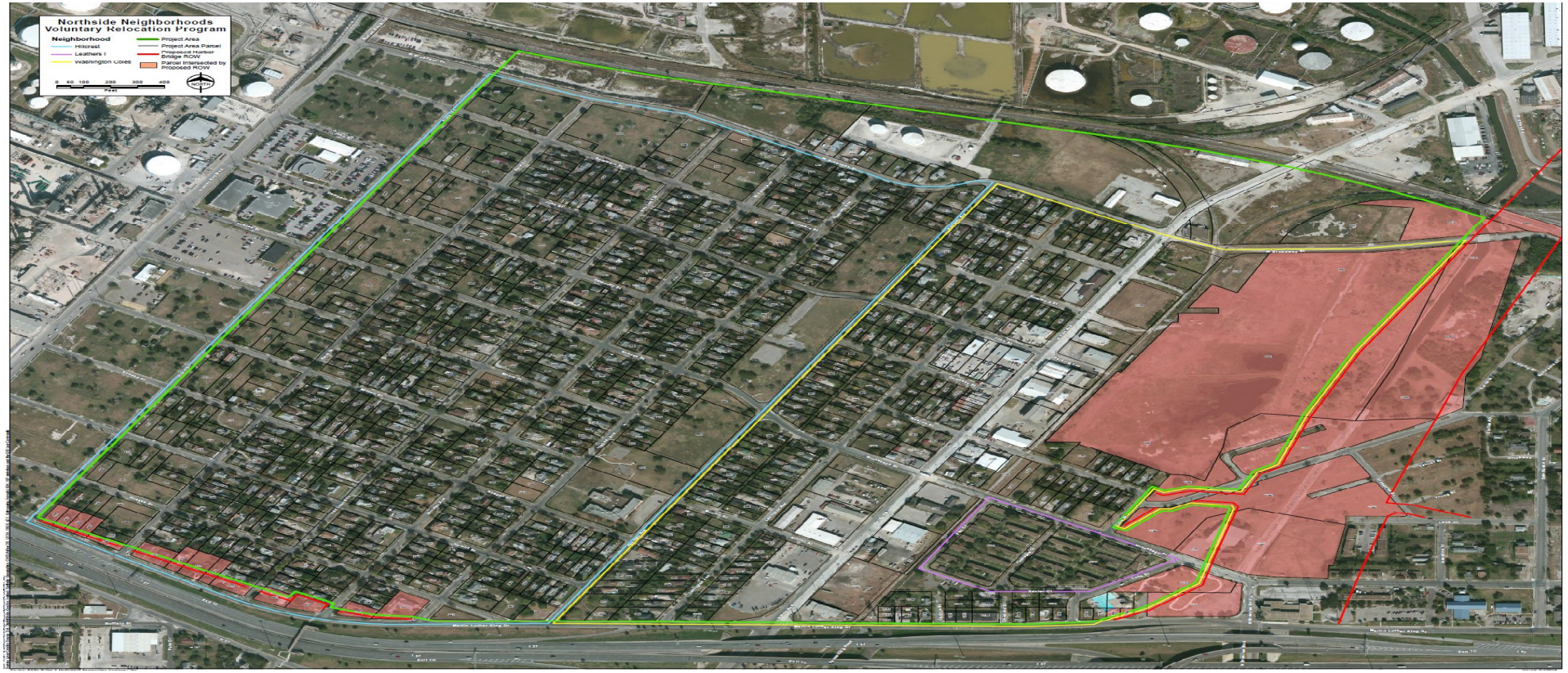
History:

Passed in November 2016 and takes effect in April 2018 for 20 years

Seven Member Board of Directors to be appointed by City Council

Funds will be divided:

- Up to $500,000 for Affordable Housing
- Half for Economic Development (est. $3.1 M)
- The rest for streets (est. $2.6 M)



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

October 2017 Commissioners Report

PORT CORPUS CHRISTI

DEL RICHARDSON & ASSOCIATES, INC
LINKING SOLUTIONS

Key Program Drivers

* As of 10/10/2017

Progress Since May

Acquisition Progress	Then	Now *
Interest in Selling	235	**276**
Confirmed Program Eligibility	180	**219**
Appraisals Completed	128	**203**
Offers Presented **	63	**146**
Offers Accepted	40	**123**
Closed	2	**48**
Rejected Offer	4	**6**

* As of 10/10/2017

** 65 Onsite/81 Landlord offers presented

Progress Since May

Relocation Progress	Then	Now*
Owner-Occupant Offers Presented	36	65
Tenant Entitlements Delivered	0	21
Onsite Owners Relocated	2	26
Tenants Relocated	0	13

* As of 10/10/2017

Community Education and Engagement

Past Community Events

- Back to School Giveaway
- Pre – Harvey Water Giveaway
- Program Overview and Bingo Night
- Community Clean Up
- Property Tax Workshop
- Landlord Information Workshop
- City Housing Programs Workshop
- Credit Counseling Session
- Lender Requirements Session
- Onsite Homeowner Information Workshop
- Tenant Information Workshop

Q and A

Site Office

2301 N. Port Avenue
Corpus Christi, TX 78401

361-232-5083

Thank you!

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

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

ANTICIPATED STAFF PRESENTER: Bert Perez, P.E.
Senior Project Engineering

Award a Construction Contract in the Amount of $320,050.00 to Ram-Bro Contracting, Inc. the Lowest and Best Bidder Based on Bids Received on October 2, 2017, to Provide Fill and to Grade Property at Former South Shore DMPA Site.

SUMMARY: Staff recommends the award of a construction contract to Ram-Bro Contracting, Inc. for work associated with the Inner and Outer Harbor Land Management project to provide fill and to grade property at the former South Shore DMPA site. On October 2, 2017, staff received five responses to our Notice to Bidders (see attached Bid Tabulation). Ram-Bro Contracting, Inc. submitted the lowest and best bid at $320,050.00.

BACKGROUND: Several areas around the PCCA are low-lying and hold water during extended periods of wet weather. Adding fill material and creating or improving drainage ditches will resolve this issue. These low-lying areas are within boundaries currently permitted for filling by the U.S. Army Corps of Engineers (USACE) and this activity needs to be completed before the permits expire.

The location for this project is near the corner of Joe Fulton International Trade Corridor and Navigation Boulevard on the north side of the Corpus Christi Ship Channel at the site of the former South Shore Dredge Material Placement Area. See attached exhibit. The scope of work generally includes the installation of storm water controls, dewatering, delivery, placement and grading of contractor supplied select fill, topsoil, seeding and watering. The Base Bid scope of work will improve approximately 6 acres of land utilizing approximately 13,000 Cubic Yards (CY) of select fill to increase the elevation of the property to about El. +7.5'.

In addition to the Base Bid, two additive bid items were included in the Contract Documents: Additive Bid Item No. 1 to provide an additional approximately 5,000 CY fill to elevate the property above El. +8', and Additive Bid Item 2, to provide additional fill on a CY basis should it be needed during the project to address other low-lowing areas at the site.

On October 2, 2017, the PCCA received five bids from local contractors. Ram-Bro Contracting, Inc., submitted the lowest Base Bid in the amount of $320,050.00, and also provided a bid for $16.25 per CY for Additive Bid Item 2. The recommended award includes the Base Bid in the amount of $320,050.00 and Additive Bid Item 2 in the amount of $16.25 per cubic yard for any additional fill material that may be required for this project. Additive Bid Item 1 is not recommended for award since staff believes the Base Bid improvements will meet the objectives of the project and is more in line with the budget.

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, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No, however, these improvements are required to be complete before the end of 2017 per the terms of the existing USACE permit.

FINANCIAL IMPACT: The 2017 Engineering budget identified this project at an estimated cost of $300,000.00 as part the maintenance line item for General Maintenance of Property and Buildings.

STAFF RECOMMENDATION: Staff recommends award of a contract to Ram-Bro Contracting, Inc. in the amount of $320,050.00 for the Base Bid and also recommends award of Additive Bid Item 2 in the amount of $16.25 per cubic yard. Ram-Bro Contracting, Inc. has successfully completed several construction contracts for the PCCA in the past. Staff further recommends that the Director of Engineering Services be granted a 5% contingency ($16,002.50) in accordance with the PCCA's standard contingency guidelines for general construction projects. Total potential cost for this construction contract, including contingency, is $336,052.50.

DEPARTMENTAL CLEARANCES:

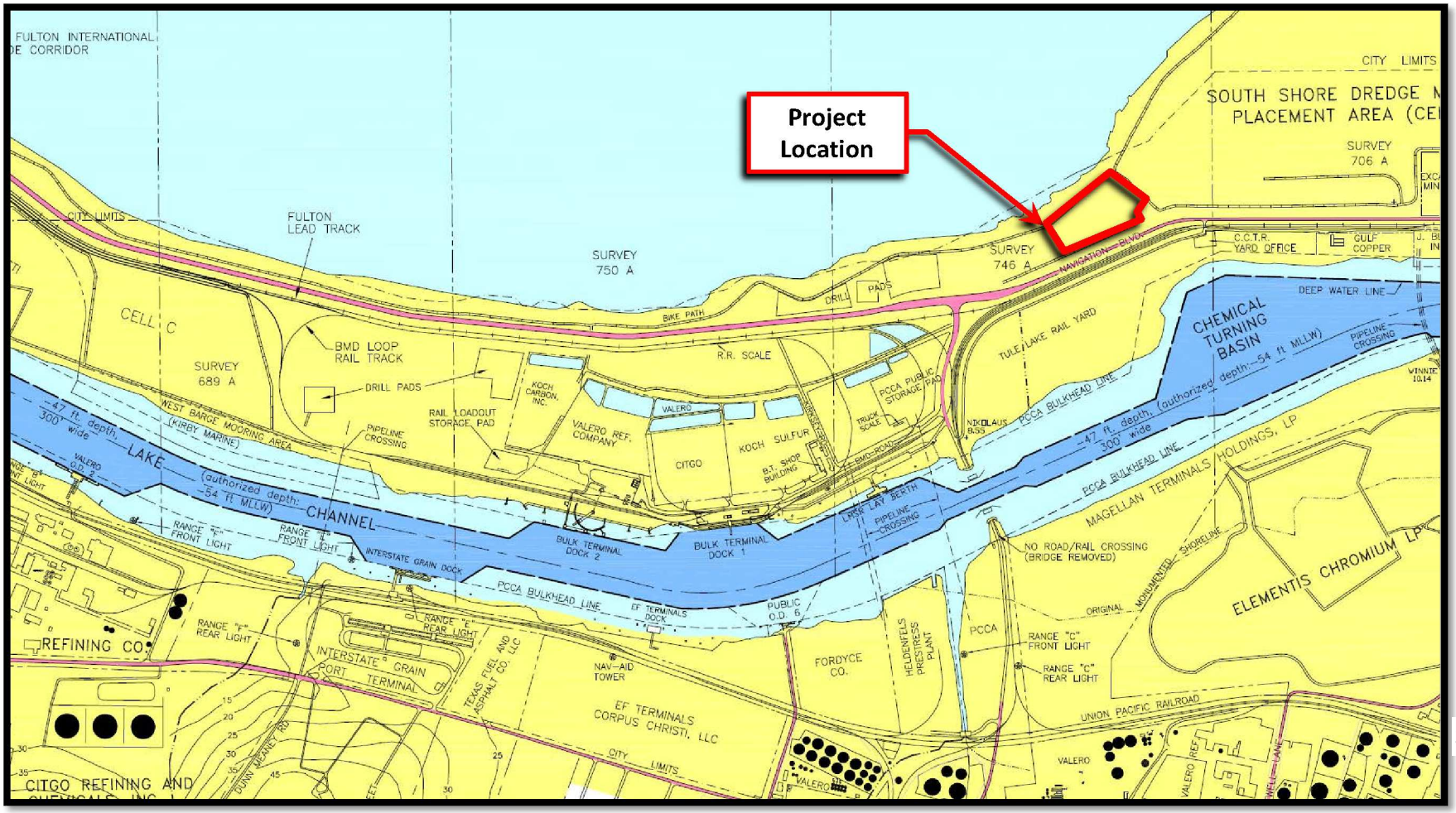
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelsen
	Bert Perez
Legal	Used PCCA's Standard Construction Contract Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Bid Tabulation

PORT CORPUS CHRISTI®
Moving America's Energy

Inner and Outer Harbor Land Management
South Shore DMPA Improvements Cell C



BID TABULATION FOR
INNER AND OUTER HARBOR LAND MANAGEMENT (2016)
PROJECT NO. 16-019A
Bid Opening: October 02, 2017 - 2:00 PM

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Staff's Recommended Award: Base Bid + Additive Bid Item 2
RAM-Bro Contracting, Inc.	5%	$320,050.00	$81,250.00	16.25/CY	**$320,050.00**
Diamond M Field Services	Check	$403,423.00	$160,969.00	19.89/CY	$403,423.00
Mo-Con Services, Inc.	5%	$468,702.12	$101,250.00	20.25/CY	$468,702.12
Garrett Construction Co.	5%	$599,380.00	$148,000.00	29.60/CY	$599,380.00
JM Davidson Ltd.	5%	$998,500.00	$479,873.00	45.00/CY	$998,500.00

**Project to be complete within 60 calendar days of the date of said Notice to Proceed.

[A] **BASE BID**: The scope of work includes providing and placing select fill to the lines and grades shown on the project drawings, from station 5+50 to station 13+00, at a site located north of the Joe Fulton Corridor near the Navigation Boulevard intersection. Work also includes dewatering of the site, storm water best management practices, leveling & grading of contractor supplied select fill material, installation of top soil, seeding and required watering. This is a Lump Sum bid item.

[B] **ADDITIVE BID ITEM 1:** The scope of work includes additional select fill. This is a Lump Sum bid item.

[C] **ADDITIVE BID ITEM 2:** The scope of work includes additional select fill per cubic yard unit rate. This is a Unit Price bid item.

Read By: Lynn Angerstein

Tabulated By: Bert Perez, P.E.

Checked & Prepared By: Lucy Betancourt

Date: 10/02/2017

8/12

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Darrin Aldrich
darrin@pocca.com
(361) 885-6169

Approve a Natural Gas Pipeline Easement with the City of Corpus Christi to Serve Maverick Terminals Corpus LLC and Bulk Liquid Handling Facility at Bulk Terminal Dock 3 and $209,250.87 for the Installation and Construction of a Natural Gas Supply Pipeline.

SUMMARY: Staff requests approval for an easement for a natural gas pipeline to support tenant development on property along the Joe Fulton International Trade Corridor (JFITC).

BACKGROUND: On June 20, 2017, the Commission approved the development of a liquids handling facility at the former Bulk Dock 3 layberth dock. On July 18, 2017, the Commission approved a lease agreement with Maverick Terminals Corpus LLC for land on the north side of the industrial channel of the Corpus Christi Ship Channel in the Inner Harbor. The processes of these facilities require the use of natural gas for their daily operational needs.

The City of Corpus Christi has agreed to install approximately 5,200 linear feet of 6" natural gas supply pipeline and approximately 2,500 linear feet of 4" natural gas supply pipeline from near the J. Bludworth driveway entrance to Bulk Terminal Dock 3, as shown on the attached exhibit. As a prerequisite condition of the City installing this lateral pipeline, the City has requested that the PCCA grant them an easement within the boundaries of Joe Fulton International Trade Corridor (JFITC), which is a PCCA-owned and maintained roadway, and Navigation Blvd., granting the City the rights necessary to install and operate the pipeline. The pipeline will be welded steel pipe and installed by open trench south of the existing JFITC pavement, and east of the Navigation Blvd. pavement.

The City of Corpus Christi Gas Division has estimated the installation construction cost at $209,250.87 for the City to install the high pressure natural gas pipeline (estimate attached).

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, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #4 – Develop Process to Support Private Customer Projects).

EMERGENCY: Although this is not an emergency action, the prompt installation of the gas pipeline will meet the commercial needs of the customer.

FINANCIAL IMPACT: Construction costs associated with the easement will be included in the overall projects costs. This is a strategic unbudgeted capital project to meet developing commercial opportunities.

STAFF RECOMMENDATION: Staff recommends approval of Natural Gas Pipeline Easement with the City of Corpus Christi to Serve Maverick Terminals Corpus LLC and Bulk Liquid Handling Facility at Bulk Terminal Dock 3 to support tenant development within the Inner Harbor at a construction cost with the City of Corpus Christi not to exceed $221,850.87 ($209,250.87 + $12,600.00 = $221,850.87).

The Director of Engineering Services is requesting a 6 percent contingency ($12,600) to cover any minor changes in the scope of work during design phase of the project such as providing additional provisions in the design to address operational requirements for other potential customers as commercial and technical details develop.

DEPARTMENTAL CLEARANCES:

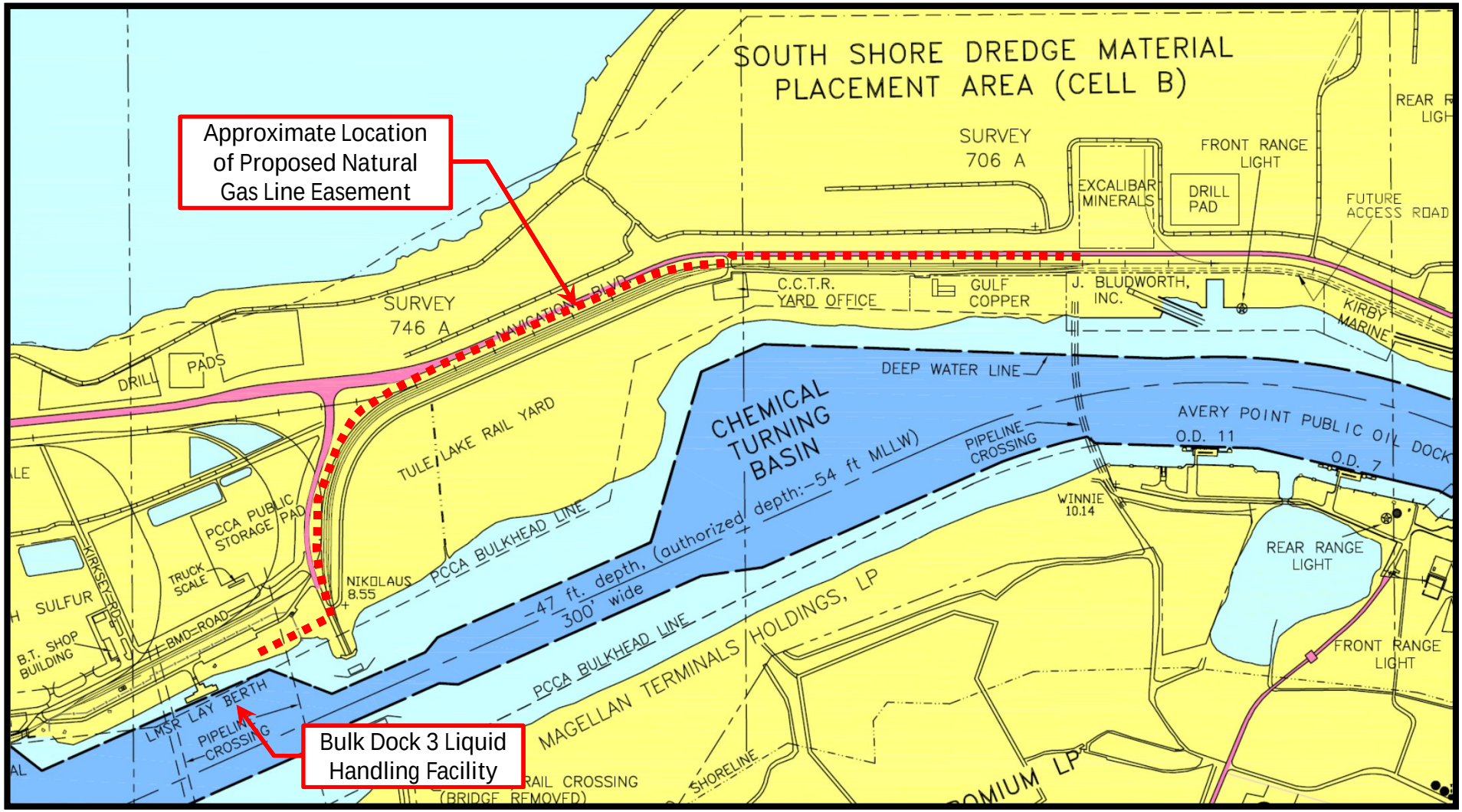
Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich David Krams Brett Flint Carlos Martinez
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Map
Easement Summary
Easement Agreement

PORT CORPUS CHRISTI®
Moving America's Energy

City of Corpus Christi Natural Gas Line Easement to Serve Maverick Terminals at the Bulk Dock 3 Liquid Handling Facility



CITY OF CORPUS CHRISTI
GAS DIVISION
ESTIMATE OF COST
PU5 form 47

PROJECT # :XMC

DISTRICT :CITY

LOCATION : 5500 BLK Navigation Blvd

QUANTITY	SIZE	DESCRIPTION	MATERIAL		INSTALLATION		Material & Installation
			Unit Cost	Total Cost	Unit Cost	Total Cost	
5200	6"	Wrapped Steel Pipe	$ 12.89	$ 67,028.00	35	Days Construction Crew	
1	6"	Short Stop	$ 487.34	$ 487.34			
1	6"	W/Cap	$ 45.57	$ 45.57	$ 599.17	$ 20,970.95	
		Subtotal Material		$ 67,560.91			
		19% Warehouse Charge		$ 12,836.57			
		Total Materials		$ 80,397.48			
35	Days	Equipment	$ 205.58	$ 7,195.30			
		72.38% Engineering & Overhead				$15,178.77	
		20% Contingencies					$24,748.50
Total Cost Material & Equipment				$87,592.78			$87,592.78
Total Installation Cost						$36,149.72	$36,149.72
Total Cost Material and Installation							$148,491.01

Justification:
(REV. 12-82)
Date Estimated 07/27/17 by Keith R
JB:JLMg/pg

Page : 1 of 1
Pipe Size: 6" W.S.

CITY OF CORPUS CHRISTI
GAS DIVISION
ESTIMATE OF COST
PU5 form 47

PROJECT # :XMC

DISTRICT :CITY

LOCATION : 5500 BLK Navigation Blvd

QUANTITY	SIZE	DESCRIPTION	MATERIAL		INSTALLATION		Material & Installation
			Unit Cost	Total Cost	Unit Cost	Total Cost	
2500	4"	Wrapped Steel Pipe	$ 8.89	$ 22,225.00	18	Days Construction Crew	
2	4"	Stopple Tee	$ 261.46	$ 522.92			
2	4"	Ball Valves	$ 392.65	$ 785.30	$ 599.17	$ 10,785.06	
2	4"	W/45	$ 94.65	$ 189.30			
2	4"	W/Cap	$ 15.19	$ 30.38			
2	6"	Valve Box W/Lid	$ 31.74	$ 63.48			
				$ -			
				$ -			
		Subtotal Material		$ 23,816.38			
		19% Warehouse Charge		$ 4,525.11			
		Total Materials		$ 28,341.49			
18	Days	Equipment	$ 205.58	$ 3,700.44			
		72.38% Engineering & Overhead				$7,806.23	
		20% Contingencies					$10,126.64
Total Cost Material & Equipment				$32,041.93			$32,041.93
Total Installation Cost						$18,591.29	$18,591.29
Total Cost Material and Installation							$60,759.86

Justification:

(REV. 12-82)

Date Estimated 07/31/17 by Keith R

JB:JLMg/pg

Page : 1 of 1

Pipe Size: 4" W.S.

PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee:	City of Corpus Christi P. O. Box 9277 Corpus Christi, Texas 78469-9277 Keith Rodriguez Construction Superintendent City of Corpus Christi – Gas Department 361-885-6915
Easement Location:	As depicted in the attached map.
Use:	Transportation of Natural Gas to Maverick Terminals Corpus, LLC and Bulk Dock 3
Term:	For so long as the pipeline remains in service
Options:	N/A
Start Date:	October 17, 2017
Remarks:	The City of Corpus Christi Gas Division has estimated the installation construction cost at $209,250.87 for the City to install the high pressure natural gas pipeline (estimate attached).

UTILITY 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 and in consideration 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 the City of Corpus Christi, P. O. Box 9277, Corpus Christi, Texas 78469-9277, a Texas Home Rule municipal corporation, its successors and assigns (hereinafter called "**Grantee**"), a non-exclusive right-of-way and easement (the "**Utility Easement**") on and through the Authority's land located in Nueces County, Texas, for one six-inch (6") pipeline for transportation of natural gas (the together with above and below ground appurtenances allowed herein the "**Pipeline**").

The easement hereby granted is described on **Exhibit A** and is depicted on **Exhibit B**, both of which are attached hereto and incorporated herein by reference for all purposes. In the event construction is not commenced within one year from the date hereof, this easement will terminate, unless the period for commencement of construction is extended beyond one year by Authority. Authority and Grantee agree that the description of the Utility Easement initially described in Exhibits A and B are not based on an on the ground survey. Once an on the ground survey of the Utility Easement is obtained from a licensed surveyor, Authority and Grantee, that such on the ground survey may be substituted for the Exhibits A & B attached hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for so long as the easement granted is used for the Pipeline, 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 right-of-way and easement is granted subject to the following:

A. Width. The pipeline easement granted herein is limited to the outside with of the Pipeline as installed.

B. Access. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described easement and Temporary Construction Easement, except as noted below. Grantee shall not have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations thereon, unless 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 forty-eight (48) hours prior to its employees, agents or contractors entering upon the easement for construction, maintenance, repairs or other operations.

C. Construction, Maintenance and Use. Grantee as a condition precedent to Grantee's right to enter upon the Utility Easement for construction purposes must submit to Authority, plans for the initial construction of the Pipeline; thereafter Grantee must submit to Authority plans for any future modifications and improvements to the Pipeline constructed within the boundaries of the Utility Easement. The Initial construction plans and plans for future modifications and improvements to the Pipeline 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 (2) sets of formal plans that clearly define the project must be submitted to Authority for its prior approval. The drawings must be prepared on a standard engineering format and show all physical features and improvements proposed to be installed within the boundaries of the Utility Easement and must be signed and sealed by a Professional Engineer registered in the State of Texas. Any approval, comments or denial, of such revised initial construction plans or plans for future modifications and improvements, by the Authority shall be promptly made to Grantee within thirty (30) Business Days after Authority's receipt of the of such revised plans or plans. Further, Authority shall prepare detailed comments or responses to the revised initial construction or plans modifications and improvements to the each of the Roads in order to direct Grantee on the action needed to have such plans revised and approved. The final plans for each of the Roads as ultimately approved by the Authority are referred to herein as the "**Approved Plans**". Prior to the commencement of construction of the Pipeline, Grantee will furnish Authority issued-for-construction drawings for the Pipeline, if different than the Approved Plans. Grantee shall construct and maintain the Pipeline in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same.

Grantee shall bore under all rail crossing locations; and at such all such rail crossing locations the Pipeline will be designed with sufficient pipe wall thickness and depth of cover in order to meet Cooper E-80 Railroad Live Load standards. In no event may the top of the pipe under any rail crossings be less than eleven feet (11') below bottom of rail. At all other locations, the Pipeline must be buried to a depth such that the top of the Pipeline will be at least four feet (4') below the surface of the ground.

No above ground improvements may be installed in the Utility Easement, except for pipeline markers and corrosion test stations which may only be installed adjacent to rail and road crossings. Pipeline markers may be installed at any other location required by law.

Grantee shall furnish the Authority upon completion of the Pipeline or any modification thereof, an as-built drawing of the location of the improvements and any modification.

Grantee shall be responsible for coordination of its construction and use in the easement with any other existing users and easement holders in or near the Grantee's easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee. All restoration work shall be appropriately tested at Grantee's expense.

48

D. Temporary Construction Easement. Grantee has the right (the "Temporary Construction Easement") to use as much of the surface of Authority's property, to the extent reasonably available, and which is adjacent to the Utility Easement ("Adjacent Property") as may be reasonably necessary to install and maintain the Pipeline within the Utility Easement. Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.

E. Reservations and Exceptions. The easement herein granted shall be subject to any and all easements heretofore granted by Authority to other parties whether of record in Nueces County or not. The Authority reserves the right to grant easements upon, over, along under and across the Utility Easement herein granted and to grant rights of use, leases and easements above, below and along on the surface of the Utility Easement.

F. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline 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 by Authority.

G. INDEMNITY AGREEMENT. TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AUTHORITY AND AUTHORITY'S PORT COMMISSIONERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "AUTHORITY PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, FINES, JUDGMENTS AND OTHER EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AND COSTS OF INVESTIGATION), OF ANY KIND, NATURE OR DESCRIPTION (INCLUDING CLAIMS FOR PERSONAL INJURY, BODILY INJURY, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE AND ECONOMIC LOSS) (ALL OF WHICH ARE COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") WHICH MAY BE BROUGHT, INSTITUTED OR ASSERTED AGAINST THE AUTHORITY PARTIES TO THE EXTENT BASED ON, RELATING TO, OR ARISING OUT OF ANY OF THE FOLLOWING EVENTS (EACH BEING REFERRED TO IN THIS SUBSECTION AS AN "INDEMNIFIED EVENT"):

(1) THE FAILURE ON THE PART OF GRANTEE OR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY, THE "GRANTEE PARTIES") TO COMPLY WITH THIS AGREEMENT OR ANY LAWS OR REGULATIONS APPLICABLE TO THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE ACCESS ROAD BY THE GRANTEE PARTIES; OR

(2) ANY INJURY TO OR DEATH OF OR CLAIM OF INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE GRANTEE PARTIES) OR ANY DAMAGE TO OR LOSS OF OR CLAIM OF

DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE ACCESS ROAD BY THE GRANTEE PARTIES.

Notwithstanding anything in this Agreement to the contrary, to the extent the Indemnified Event for which a Claim is made arises out of the joint, concurrent or comparative negligence, causation, responsibility or fault of the Grantee Parties and the Authority Parties, whether negligence, strict liability, breach of warranty, express or implied, or products liability, then Grantee shall defend the Authority Parties against such Claim, but Grantee shall be relieved of its obligation of indemnity with respect to such Claim to the extent, but only to the extent, of the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which such Claim was made. Furthermore, Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of the amount actually recovered from one or more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim. The indemnities contained in section will not be limited by a limitation on the amount or type of damages owed by Grantee to any employee of Grantee under the Workers' Compensation Act or similar employee benefit acts.

H. No Public Dedication. In no event and under no circumstances of any kind or nature whatsoever shall the Utility Easement granted be deemed to be a gift or dedication of any portion of the Authority's Property for the benefit of the general public or to any governmental entity.

I. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Utility Easement Agreement is in effect to carry and maintain at its sole expense policies of insurance (the "**Policies**") of the types and in the minimum amounts and comply with the other requirements set forth in **Exhibit "C"** attached hereto and incorporated herein by reference. If Grantee is self-insured for a specific required insurance coverage or for all insurance coverage, Grantee agrees to provide a Letter Of Self Insurance indicating such and conforming with the insurance requirements set forth in Exhibit C.

J. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld. This Utility 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.

K. Termination. This easement and all rights to use and occupy the easement shall terminate if Grantee shall at any time abandon or cease the use of the same for the purposes herein granted for a continuous period of two (2) years; and such termination will occur upon the expiration of the said two (2) year period. This easement 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 written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this easement remove the Pipeline existing in the easement and restore Authority's lands to the condition in which same existed prior to the existence of the pipe line. In the event Grantee fails to remove the Pipeline, the Authority may either declare the termination of Grantee's interest in any the Pipeline and all of

Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee.

The execution of this easement 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 _____ day of _____ 2017.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

"Authority"

CITY OF CORPUS CHRISTI

By: _____

Name: _____
Title: _____

"Grantee"

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: _____

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ for the City of Corpus Christi, a Texas Home Rule municipal corporation, on behalf of said City.

_____
NOTARY PUBLIC, STATE OF TEXAS

My commission expires:_____

Exhibit A-Utility Center Line Easement-Metes and Bounds

Center Line of a 6 inch pipeline easement out of a portion of a called 2694.93 acre tract conveyed by the State of Texas to the Nueces County Navigation District No. 1 by Patent 84, Abstract 2677 as recorded in Book 5, page 257, Deed Records, Nueces County, Texas, and out of a portion of a called 390.56 acre tract conveyed by the State of Texas to Nueces County Navigation District No. 1 by Patent 381, recorded in Vol. 380, Page 586, Deed Records, Nueces County, Texas. Said pipeline easement further described as follows:

Beginning at a point (POB) at the most westerly extension of an existing 6 inch City of Corpus Christi gas line located on Joe Fulton Corridor (aka Navigation Blvd.) Said point also being near the west drive entrance at J. Bludworth ship yard (see Exhibit B).

Thence, in a westerly direction, 6 ft south of and parallel to pavement edge, approx. 2,447 ft to a point of inflection.

Thence, in a southerly direction, approx. 33 ft to a point of inflection being 10 ft north of RR track 800.

Thence, in a southwesterly, then southerly direction, 10 ft north of and parallel to RR track 800 to the Point of Terminus (POT) being on the Maverick Terminals boundary line (see Exhibit B) containing approximately 5,833 LF of pipe.

Map and description based from office records and not from a ground survey.

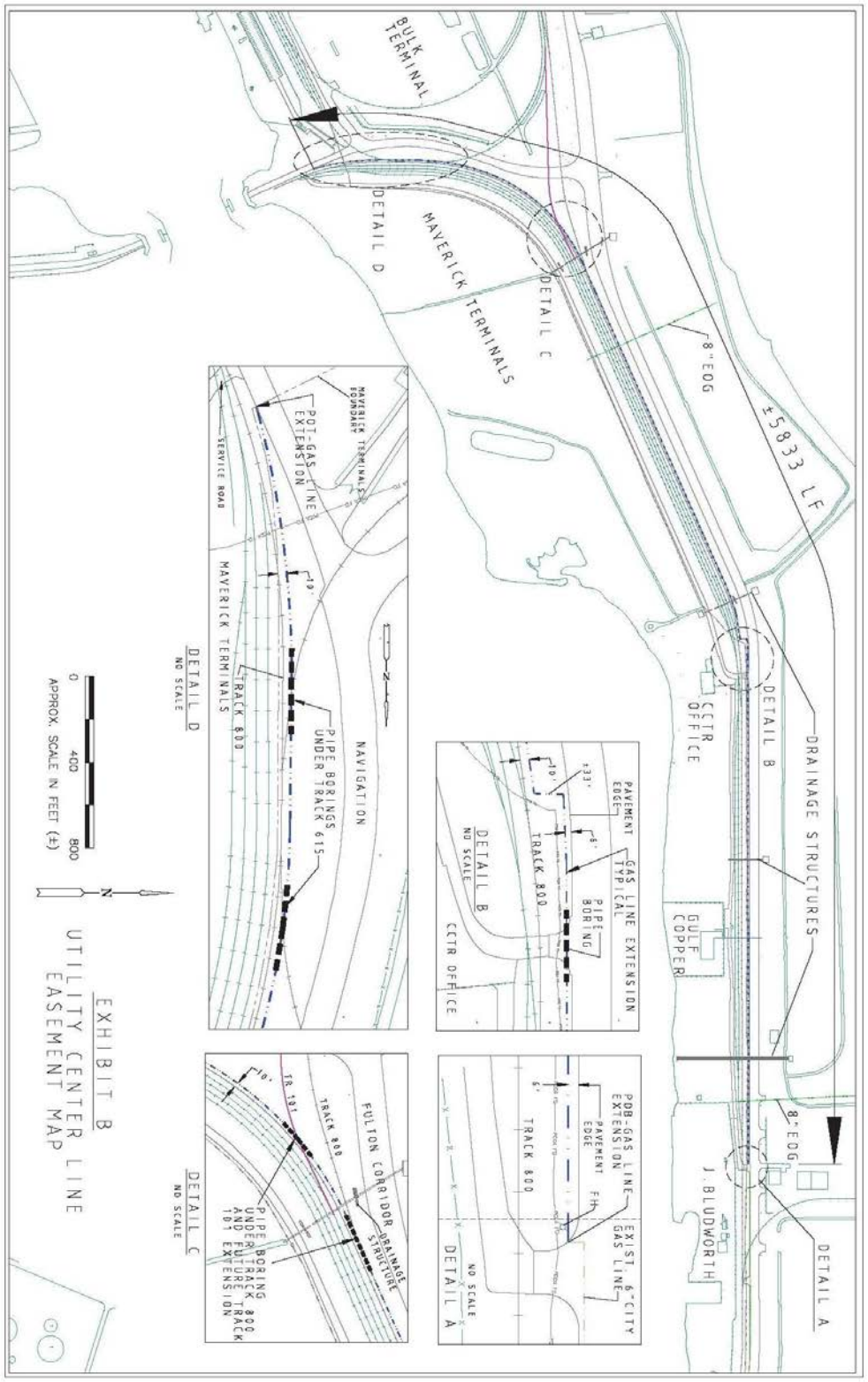


EXHIBIT B
UTILITY CENTER LINE
EASEMENT MAP
BULK TERMINAL
MAVERICK TERMINALS
DETAIL A
DETAIL B
DETAIL C
DETAIL D
±5833 LF
8" EOG
DRAINAGE STRUCTURES
CCTR OFFICE
GULF COPPER
J. BLUDWORTH
GAS LINE EXTENSION TYPICAL
PAVEMENT EDGE
PIPE BORING
TRACK 800
POB-GAS LINE EXTENSION
EXIST 4" CITY GAS LINE
NO SCALE
NAVIGATION
MAVERICK BOUNDARY
POT-GAS LINE EXTENSION
SERVICE ROAD
PIPE BORINGS UNDER TRACK 615
TRACK 615
FULTON CORRIDOR
PIPE BORING UNDER TRACK 800 AND FUTURE TRACK 101 EXTENSION
APPROX. SCALE IN FEET (±)
0
400
800
N

EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Grantee or its insurers, provided herein, Grantee 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.	Umbrella Liability	$5,000,000 per Occurrence

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

F.	Contractor's Pollution Liability	$2,000,000 per Occurrence

If Grantee is self-insured for a specific required insurance coverage or for all insurance coverage, Grantee agrees to provide a Letter Of Self Insurance indicating such and conforming with the insurance requirements set forth in this Exhibit C. 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 and Employer's Liability. In the event that the work of Grantee'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, Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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 Grantee, and Grantee 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".

Grantee'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 October 17, 2017

DATE: October 17, 2017

TO: Port Commission

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

ANTICIPATED STAFF PRESENTER: Jacob Morales, P.E.
Senior Project Engineering

Award a Construction Contract in the Amount of $83,500 to Russell Marine LLC, the Lowest and Best Bidder Based on Bids Received on October 6, 2017, for Oil Dock 4 Ship Fender Replacement.

SUMMARY: Staff recommends the award of a construction contract to Russell Marine LLC for replacing rubber fender elements and fender panels on two ship breasting structures at Oil Dock 4. On October 6, 2017, staff received 2 responses to our Notice to Bidders (see attached Bid Tabulation). Russell Marine LLC submitted the lowest and best base bid in the amount of $83,500.

BACKGROUND: Oil Dock 4 was originally constructed in 1961, and has been upgraded throughout the years and now has six ship breasting structures and a barge fender system fronting the facility. See attached exhibit. Two of the older ship fender systems, consisting of large molded rubber fenders and fender panels are in need of replacement. The PCCA maintains an inventory of replacement rubber fender elements and steel fender panels to minimize disruption to service whenever fender system replacement is necessary at PCCA public docks. PCCA currently has rubber fender elements and fender panels in stock that can be used to replace the fender elements at Oil Dock 4. However, since the bolt patterns differ between the existing breasting structure's concrete cap and the available rubber fenders, adapter plates will need to be fabricated and installed.

Contract documents were developed to fabricate the required adapter plates and replace the existing deteriorated fender systems. The design of the adapter plates allows the flexibility to use other rubber fender elements in the future having varying bolt patterns.

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, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime

and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: Not an emergency; however, the existing fender systems are in poor condition, and replacement is necessary to maintain an acceptable level of service at this busy oil dock.

FINANCIAL IMPACT: The 2017 Engineering budget includes $500,000 for General Oil Dock Facility Repairs and Maintenance, and costs for this project will be credited to this budget item. To date, approximately $200,000 has been expended on this line item.

STAFF RECOMMENDATION: Staff recommends award of a contract to Russell Marine LLC in the amount of $83,500 for the Base Bid of the Oil Dock 4 Ship Fender System Repairs project to replace two ship fender assemblies at Oil Dock 4 using fender components from PCCA inventory. Staff also recommends that the Director of Engineering Services be granted a 10% contingency in accordance with the PCCA's standard contingency guidelines for marine and rehabilitation projects.

DEPARTMENTAL CLEARANCES:

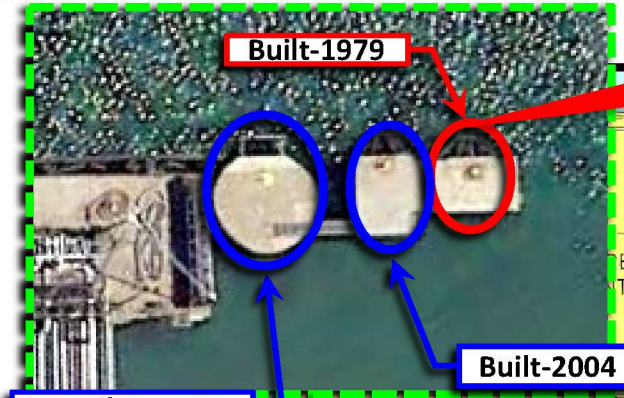
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
	Jacob Morales
Legal	Staff used PCCA's standard Construction Contract
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

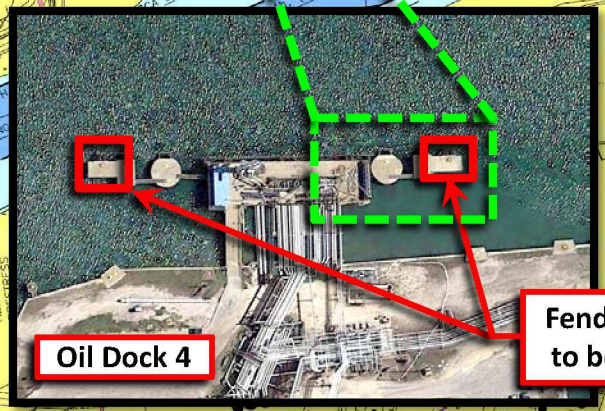
LIST OF SUPPORTING DOCUMENTS:

Bid Tabulation
Exhibit

PORT CORPUS CHRISTI®
Moving America's Energy

Oil Dock 4
Ship Fender System Repairs





Oil Dock 4

BID TABULATION FOR
OIL DOCK 4 SHIP FENDER SYSTEM REPAIRS
PROJECT NO. 17-009B
Bid Opening: October 6, 2017 - 2:00 PM

Company Name	Bid Bond or Check	Base Bid[A]
Russell Marine LLC	5%	$83,500.00
JM Davidson Ltd.	5%	$156,360.00

**Project to be complete within 75 calendar days of the date of said Notice to Proceed.

[A] **BASE BID**: Scope of work generally consists of replacing two fender systems at Oil Dock 4, one for easternmost ship breasting structure and another for westernmost ship breasting structure. Work will require fabrication of four (4) adapter plates to transition between PCCA supplied fender rubber elements to existing concrete breasting structures. Work will also include the replacement of associated fender system panels with PCCA supplied fender panels. Installation of new fender systems will be performed within two (2) 48-hr. dock closures – one (1) 48 hr. dock closure per each breasting structure. This is a Lump Sum bid item.

Read By: Lynn Angerstein
Tabulated By: Bert Perez
Checked & Prepared By: Lucy Betancourt
Date: 10/06/2017

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve an Amendment of Lease Agreement with NuStar Logistics, L.P. to extend the Term of the existing Lease Agreement for a 4.32 Acre Tank Farm, Located South of Joe Fulton International Trade Corridor and North of Permian Yard, Nueces County, Texas.

SUMMARY: NuStar Logistics, L.P. (NuStar) is requesting an Amendment of Lease Agreement by and between the Port of Corpus Christi Authority of Nueces County, Texas and NuStar to extend the term of NuStar's 4.32 Acre Tank Farm Lease located south of the Joe Fulton International Trade Corridor and north of the Permian Yard, as depicted on the attached map.

BACKGROUND: The Port of Corpus Christi Authority and Sigmor Pipeline Company entered into a lease agreement for an 8.42 acre tract of land on May 13, 1997. The original Lease Agreement has been amended several times and is currently a 4.32-acre Tank Farm which is operated by NuStar Logistics, L.P. The Lease Amendment will grant NuStar a Fourth Option Period adding an additional five years to the current lease. The Equalization Value of the Leased Premises during the Fourth Option Period will increase from $150,000 per acre to $250,000 per acre. In addition, Nustar's insurance requirements will be updated.

ALTERNATIVES: Do not approve

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

EMERGENCY: N/A

FINANCIAL IMPACT: $540,000.00 during term of the Lease Agreement

STAFF RECOMMENDATION: Staff recommends approval of an Amendment of Lease Agreement with NuStar Logistics, L.P. to extend the term of the existing Lease Agreement for an additional 5 years

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich
	Donna James-Spruce
Legal	Jimmy Welder
Senior Staff	John P. LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map
Amendment of Lease Agreement

Approve an Amendment of Lease Agreement with NuStar Logistics, L.P. to extend the Term of the existing Lease Agreement for a 4.32 Acre Tank Farm, Located South of Joe Fulton International Trade Corridor and North of Permian Yard, Nueces County, Texas.

2017 AMENDMENT
OF
NuSTAR'S 4.32-ACRE TANK FARM LEASE

This 2017 Amendment of NuStar's 4.32-Acre Tank Farm Lease ("Amendment") is made effective as of the 1st day of July, 2017 ("Amendment Date"), by and between the Port of Corpus Christi Authority of Nueces County, Texas (hereinafter called "Authority"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and NuStar Logistics, L.P. (hereinafter called "Lessee"), a Delaware limited partnership (individually a "Party," and collectively the "Parties").

WHEREAS, by a lease agreement (the "Original Lease Agreement") dated May 13, 1997, the Authority leased to Sigmor Pipeline Company, two tracts of land comprising 8.42 acres of land in Nueces County, Texas, which tracts were described and depicted as Tract A ("Tract A") and Tract B ("Tract B") on Exhibit A attached to the Original Lease Agreement; and

WHEREAS, Tract A contained 4.1 acres, more or less, and Tract B contained 4.32 acres, more or less;

WHEREAS, the Original Lease Agreement was assigned to Shamrock Logistics Operations, L.P. ("Shamrock"), by an Assignment, Assumption, and Consent Agreement dated March 14, 2000; and

WHEREAS, Shamrock changed its name to Valero Logistics Operations, L.P. ("Valero"), effective January 8, 2002; and

WHEREAS, Valero changed its name to NuStar Logistics, L.P., effective April 1, 2007; and

WHEREAS, the Original Lease Agreement has been amended by amendments made effective as of April 9, 2002, August 1, 2007, July 8, 2014; and

WHEREAS, the Original Lease Agreement as amended is referred to herein as the "Lease"; and

WHEREAS, capitalized terms in this Amendment shall have the meanings ascribed to those terms under the provisions of the Lease; and

WHEREAS, Tract A was previously deleted from the Leased Premises by the mutual agreement of the Parties; and

WHEREAS, the Lessee wishes to continue leasing Tract B for an and additional five-year period beginning August 1, 2017, and ending July 31, 2022 ("Fourth Option Period"); and

WHEREAS, the Authority is willing to continue leasing Tract B to Lessee for the Fourth Option Period with the understanding that (i) the Authority will continue to have the option to

terminate the Lease with respect to the easternmost ten (10) feet of Tract B as provided in Section 1.01B of the Lease, and (ii) the "Equalization Value" (as defined in Section 3.01 of the Lease) of the Leased Premises for the Fourth Option Period will be Two Hundred Fifty Thousand Dollars ($250,000) per acre;

NOW THEREFORE, for and in consideration of the agreements set forth herein and the sum of ten dollars ($10) in hand paid, the receipt and sufficiency of which are hereby acknowledged by both Parties, Authority and Lessee do hereby agree as follows:

1. Effective as of the Amendment Date, the Lease shall be amended by adding a new Section 1.01C thereto to read as follows:

Section 1.01C. Fourth Option Period

Subject to the terms of Section 1.01B of this lease agreement, the Authority hereby agrees to continue leasing Tract B to Lessee, and Lessee hereby agrees to continue leasing Tract B from the Authority, on the terms and conditions of this lease agreement for the five-year period beginning August 1, 2017, and ending July 31, 2022 (the "Fourth Option Period").

2. Effective as of the Amendment Date, the Lease shall be amended by adding a new Section 3.02C thereto to read as follows:

Section 3.02C. Annual Rent for Fourth Option Period

The annual rent payable for each year of the Fourth Option Period shall equal the product of (i) ten percent (10%) of the Equalization Value of the Leased Premises during the Fourth Option Period, which is fixed at Two Hundred Fifty Thousand Dollars ($250,000) per acre, multiplied by (ii) the number of acres in the Leased Premises during the Fourth Option Period (the "Rental Formula"). The total sum to be paid to the Authority by Lessee as rent during the first year of the Fourth Option Period shall be One Hundred Eight Thousand Dollars ($108,000), payable in monthly installments of Nine Thousand Dollars ($9,000) each beginning August 1, 2017. In the event Authority exercises its option to terminate the lease agreement with respect to the East Ten Feet, the rent payable under this Section 3.02C shall be reduced in accordance the Rental Formula to reflect the reduction in the number of acres in the Leased Premises. The fixed rent payable pursuant to this Section 3.02C shall also be adjusted to reflect changes in the cost of living in accordance with the terms of Section 3.03.

3. Effective as of the Amendment Date, Section 11.02 of the Lease shall be amended in its entirety to read as follows:

Section 11.02. Insurance

Without limiting the indemnity obligations or liabilities of Lessee or its insurers provided in this lease agreement, Lessee shall procure and maintain at its sole expense during the term of the lease, and during any time period following expiration or termination of the lease in which Lessee is required to perform additional work on the Leased Premises, the following policies of insurance (sometimes collectively referred to in this Section 11.02 as the "Policies") and in at least the minimum amounts specified below:

(1) Property Insurance. Property Insurance coverage on the Lessee owned improvements and betterments situated on the Leased Premises against Direct Physical Loss and against loss or damage by any other risk, now and from time to time insured against by "special form" (formerly "all risk") property insurance and in builder's risk completed value form during substantial construction of improvements (including malicious mischief and vandalism) in amounts sufficient to provide coverage for 100% of the Insurable Value of such improvements and betterments situated on the Lease Premises. In addition, Lessee will carry flood insurance on each of the Lessee owned buildings, improvements and betterments situated on the Leased Premises with the maximum policy limits permitted under such flood insurance. Lessee is responsible for insuring its personal property on the Leased Premises. "Insurable Value" means replacement cost.

(2) Workers' Compensation and Employer's Liability Insurance. For all its employees engaged in performing work on the Leased Premises, workers' compensation insurance for at least the applicable statutory limit required by the Texas Workers' Compensation Code; and Employer's Liability insurance with at least $1,000,000 limit for each for bodily injury by accident, and at least a $1,000,000 limit for each employee for bodily injury by disease. Under the Worker's Compensation policy, Lessee shall provide a waiver of subrogation in favor of the Authority on the certificate of insurance. In the event that the work of Lessee's employees on the Leased Premises falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Lessee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

(3) Commercial General Liability Insurance. Commercial General Liability (CGL) insurance coverage, which shall cover or be endorsed to cover bodily injury, personal injury, property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, with a per occurrence limit of $1,000,000 and aggregate limits of at least $2,000,000 and endorsed to name the Authority as an additional insured on a primary, non-contributory basis.

(4) Automobile Liability Insurance. When any motor vehicles (owned, non-owned or hired by Lessee) are used in connection with work being performed on the Leased Premises, the Lessee shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

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

(7) Pollution Insurance. Pollution insurance covering bodily injury, property damage, including cleanup, and other losses caused by pollution conditions occurring during the term of this lease and arising directly from Lessee's operations on the Leased Premises, including pollution of any body of water, with limits of not less than $10,000,000 per occurrence. Pollution Coverage shall include, but not be limited to, environmental cleanup, remediation and disposal and may be included within the required General Liability and/or Umbrella Insurance.

(8) Railroad Protective Liability Insurance. Railroad Protective Liability insurance, with limits of not less than $1,000,000 per occurrence and aggregate limits of not less than $5,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains an endorsement which deletes the exclusion within 50 feet of rail.

(9) Builders Risk. During any construction projects on the Leased Premises, builder's risk coverage in amounts appropriate for the construction work undertaken as Lessee shall determine in its sole but reasonable discretion.

Lessee shall deliver to Authority, as proof of the insurance required of Lessee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this lease) describing the Policies, which certificates must be in their form and content, reasonably acceptable to the Authority.

To the extent that during the term there shall occur any material changes in any of the Policies required hereunder, Lessee shall notify the Authority of such changes. In the event that Lessee fails to obtain or maintain any of the insurance required by this Section 11.02, the Authority retains the right to procure such insurance coverage and charge the Lessee the premium cost plus an additional 10% administrative fee.

Lessee shall deliver to Authority certificates of renewal at least five (5) days prior to the expiration date of each of the Policies. The company writing each of

the Policies must possess a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Authority if A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed).

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

5. 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.

6. This Amendment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures and acknowledgments to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures and acknowledgments shall be deemed to be the same as original signatures and acknowledgments.

[The signature pages follow this page.]

AUTHORITY'S SIGNATURE PAGE

EXECUTED this ____ day of October, 2017, but effective for all purposes as of the Amendment Date.

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

By: _____
John P. LaRue
Executive Director

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

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

_____
NOTARY PUBLIC, STATE OF TEXAS

(Seal)

LESSEE'S SIGNATURE PAGE

EXECUTED this ____ day of October, 2017, but effective for all purposes as of the Amendment Date.

LESSEE: **NuSTAR LOGISTICS L.P.,**
By NuSTAR GP, INC., General Partner

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS **§**
§
COUNTY OF BEXAS **§**

This instrument was acknowledged before me on the _____ day of October, 2017, by _____, the _____ of NuStar GP, Inc., the general partner of NuStar Logistics, L.P., a Delaware limited partnership, on behalf of the partnership.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Seal)

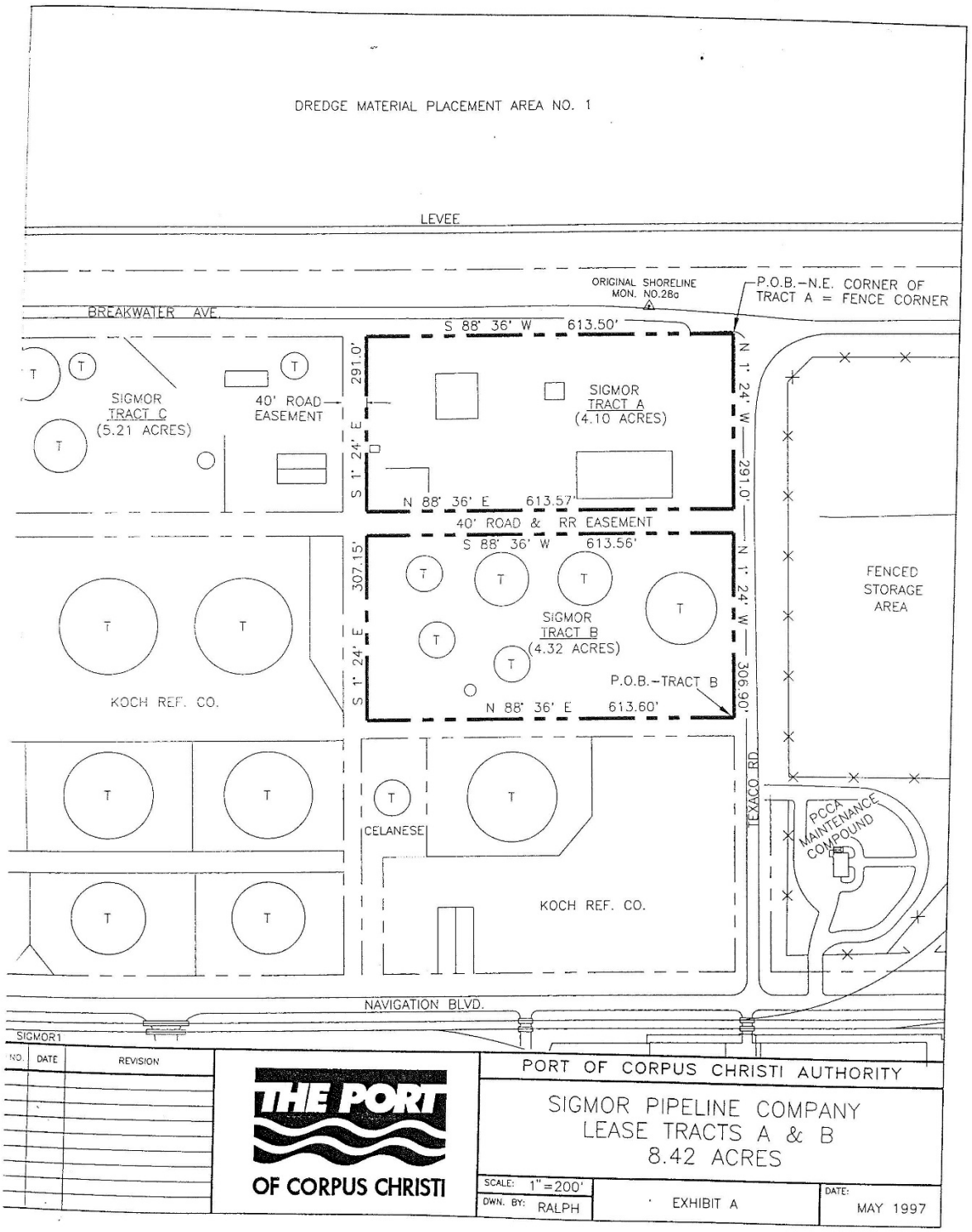

DREDGE MATERIAL PLACEMENT AREA NO. 1
LEVEE
ORIGINAL SHORELINE
MON. NO.28a
P.O.B.–N.E. CORNER OF
TRACT A = FENCE CORNER
BREAKWATER AVE.
S 88° 36' W 613.50'
291.0'
N 1° 24' W
291.0'
S 1° 24' E
SIGMOR
TRACT C
(5.21 ACRES)
40' ROAD
EASEMENT
SIGMOR
TRACT A
(4.10 ACRES)
N 88° 36' E 613.57'
40' ROAD & RR EASEMENT
S 88° 36' W 613.56'
307.15'
N 1° 24' W
306.90'
S 1° 24' E
SIGMOR
TRACT B
(4.32 ACRES)
P.O.B.–TRACT B
N 88° 36' E 613.60'
FENCED
STORAGE
AREA
KOCH REF. CO.
TEXACO RD.
PCCA
MAINTENANCE
COMPOUND
CELANESE
KOCH REF. CO.
NAVIGATION BLVD.
SIGMOR1
NO. DATE REVISION
THE PORT
OF CORPUS CHRISTI
PORT OF CORPUS CHRISTI AUTHORITY
SIGMOR PIPELINE COMPANY
LEASE TRACTS A & B
8.42 ACRES
SCALE: 1" = 200'
DWN. BY: RALPH
EXHIBIT A
DATE:
MAY 1997

EXHIBIT B
MARKET STREET (JOE FULTON INTERNATIONAL TRADE CORRIDOR)
603 NAIL
LEASE AGREEMENT BY AND BETWEEN PORT OF CORPUS CHRISTI AUTHORITY AND DIAMOND SHAMROCK REFINING COMPANY, L.P. MAY 3, 1994 VOL. 2279, PG. 1011 DOC. # 797066 TRACT II 2.34 ACRES
LEASE AGREEMENT BY AND BETWEEN PORT OF CORPUS CHRISTI AUTHORITY AND DIAMOND SHAMROCK REFINING COMPANY, L.P. MAY 3, 1994 VOL. 2279, PG. 1011 DOC. # 797066 TRACT I 22.75 ACRES
SIGNOR RD. (60' R.O.W.)
PROPOSED 9.36 ACRE TRACT
FIELDNOTE POINT OF BEGINNING X-1319730.13 Y-17187709.49
LEGEND
● - 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
O - 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
THIS PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
BEARINGS ARE BASED ON GPS OBSERVATION NAD 83 TEXAS SOUTH ZONE. COORDINATES AND DISTANCES SHOWN HEREON ARE GRID
THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
DATE
GEORGE A. GANEM, JR.
GANEM & KELLY SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4681
STATE OF TEXAS
REGISTERED
GEORGE A. GANEM JR.
4681
PROFESSIONAL
LAND SURVEYOR
75' RAILROAD EASEMENT
NUECES COUNTY NAVIGATION DISTRICT NO. 1 SURVEY A-2677
LEASE BETWEEN NUECES COUNTY NAVIGATION DISTRICT AND PERMIAN CORPORATION 13.02 ACRES
SET "PK" NAIL
40' ROAD & PIPELINE EASEMENT
N01°19'02"W 300.90'
30' ROAD EASEMENT
NAVIGATION BLVD.
N83°03'45"E 63.83'
4.32 ACRES
N88°40'58"E 550.28'
S88°40'58"W 613.80'
30' ROAD EASEMENT
LEASE BETWEEN NUECES COUNTY NAVIGATION DISTRICT AND PERMIAN CORPORATION 2.61 ACRES
AMENDMENT TO LEASE BETWEEN NUECES COUNTY NAVIGATION DISTRICT AND PERMIAN CORPORATION AUGUST 7, 1985 VOL. 1975, PG. 242 D.R. 2.33 ACRES
S01°19'02"E 307.15'
TEXACO ST.
NuStar Logistics L.P.
SAN ANTONIO, TEXAS 78248
2330 LOOP 1604 W
Tel: (210) 918-2000
1-800-531-7911
4.32 ACRE SURFACE LEASE
NUECES COUNTY, TEXAS
DRAWN BY: G.K.S.
CHECKED BY: G.A.G.
APPROVED BY: G.A.G.
SCALE: 1" = 200'
DATE: 05/15/2014
JOB NO. PC14-102
GANEM & KELLY SURVEYING, INC.
LAMAR STREET, SUITE 5
POINT COMFORT, TEXAS 77978
(361) 987-2011
FIRM NO. 10080300
DWG. NO. PC14-102
REVISION:

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Lynn Angerstein
lynn@pocca.com
(361) 885-6142

Authorize the Disposition of PCCA Salvage Personal Property

SUMMARY: Staff is seeking Port Commission authorization to dispose of salvage personal property.

BACKGROUND: Per Section 62.122(b) of the Texas Water Code, the Port Commission may authorize the destruction or disposition of salvage or surplus property as worthless if the property is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended, and the expense to the district to attempt to sell the property would be more than the proceeds from the sale. The attached lists are items identified as salvage property because the items are so worn, damaged, or obsolete that they have no value for the purpose for which they were originally intended. Staff recommends that the Port Commission authorize the destruction or disposition of the salvage personal property as worthless.

ALTERNATIVES: Competitive bid or auction and Port Commission approval.

CONFORMITY TO PORT POLICY: Yes.

EMERGENCY: No.

FINANCIAL IMPACT: It is anticipated a bid or auction would cost more than the proceeds may bring from the sale of the salvage property.

STAFF RECOMMENDATION: Staff recommends that the Port Commission authorize the destruction or disposition of salvage or surplus property as worthless pursuant to Texas Water Code Section 62.122(b).

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein
Legal	Dane Bruun
Senior Staff	Jarl Pedersen
	Dennis J. DeVries
	Sean Strawbridge
	John LaRue

LIST OF SUPPORTING DOCUMENTS: Lists of identified salvage personal property

Equipment List - At Turner Building - Slated For Donation

IT Security Obsolete or damaged All

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Camera						
	Pelco	ESPT1C22	01033-45-0013	16	00-000A	
	Axsys	22857 (Range Pro)	026	17	02-022A	
	Axsys	22863 (Field Pro 5x)	033	18	02-022A	
	COHU	3935-5100	419666.	26	02-023C	26251
	COHU	3935-3100	432729	32	04-001F	24838
	COHU	3935-3100	434471	33	04-001F	24820
	COHU	3935-3100	434484	34	03-036C	25873
	COHU	3935-3100	434492	35	03-036C	25873
	COHU	3935-3100	435279.	37	02-023C	25742
	COHU	3935-3100	435296	39	03-036C	25881
	COHU	3965-3101-Pole	449010	40	04-033C	25339
	COHU	3925-3100-FEND	449894	42	04-001F	26622
	COHU	3965-3101-PEDD	449925	43	04-033C	25401
	COHU	3935-3100	455337	46	04-001D	25005
	Rvision	T200	T2101	53	00-000A	
	COHU	3935-3100	461850	55	03-036C	25873
	COHU	3965-3101-PEDD	462849	56	03-036C	25890
	COHU	3955-3101	418512	69	02-023C	
	Axsys	22857 (Range Pro)	025	79	02-022A	
	Axsys	22857 (Range Pro)	022	80	02-022A	
	Axsys	22857 (Range Pro)	024	114	02-022A	
	FLIR	SR-35	F41285	127	06-052J	31173
	COHU	3925-3100-FEND	419600	146	02-023C	26171
	COHU	3935-3100	435288	194	03-036C	25831
	Rvision	T200	T2103	316	02-022A	
	WavCam	VIS/MWIR	WCSY130530-02	445	10-001F	34331
	FLIR	SR-19	F41098	451	06-052J	
	FLIR	PTZ-35MS	F47297	454	06-052E	32192
	COHU	3935-3100	??4286	765	99-999Z	
	COHU	3935-3100	449452	766	99-999Z	
	COHU	3935-3100	461838	767	03-036C	25380
	COHU	3935-3100	435111.	770	02-023C	26219
	COHU	3935-5100	450117	771	99-999Z	
	COHU	3935-5100	435280	772	99-999Z	
	COHU	3935-3100	444270	773	99-999Z	25831
	COHU	3935-5100	434066	774	99-999Z	
	COHU	3935-3100	444286	775	99-999Z	
	COHU	3935-3100	418518.	777	02-023C	26219

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Camera						
	COHU	3935-5100	435282	**778**	99-999Z	
	COHU	3935-5100	435284.	**779**	02-023C	26235
	COHU	3935-5100	449453	**781**	99-999Z	
	COHU	3935-3100	449451	**784**	99-999Z	
	COHU	3935-3100	449931	**786**	99-999Z	
	COHU	3935-3100	491941	**791**	99-999Z	
	COHU	3935-3100	Unknown166	**795**	99-999Z	
	Unknown	Unknown Camera Model	Unknown167	**802**	00-000A	
	Unknown	Unknown Camera Model	Unknown169	**805**	00-000A	
	Sony	SNC-RZ30N	132341	**807**	00-000A	
	Unknown	Unknown Camera Model	Unknown181	**808**	00-000A	
	COHU	3965-3101-PEDD	Unknown182	**908**	99-999Z	
Computer Part / Boards / Drives						
	Dell	04G481	Unknown185	**1022**	99-999Z	
	Hewlett Packard	Unknown Hard Drive Model	AAL1P4900WGA	**1025**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM68GN3	**1026**	99-999Z	
	Seagate	Unknown Hard Drive Model	SLR14WN3	**1027**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR14P9J	**1028**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM6SGPQ	**1029**	99-999Z	
	Seagate	Unknown Hard Drive Model	4MR112LH	**1030**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR4D47T	**1031**	99-999Z	
	Seagate	Unknown Hard Drive Model	9SF0T3LV	**1032**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM6SHXK	**1033**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR14PMR	**1034**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM9EFX1	**1035**	99-999Z	
	Samsung	Unknown Hard Drive Model	SODEJ1HL610029	**1036**	99-999Z	
	Samsung	Unknown Hard Drive Model	SODEJ1HL610033	**1037**	99-999Z	
	Seagate	Unknown Hard Drive Model	9RW6101N	**1038**	99-999Z	
	Western Digital	Unknown Hard Drive Model	WMANS208866E	**1039**	99-999Z	
	Dell	Unknown Mother Board Model	OM8938-69702-52F-0092	**1040**	99-999Z	
	Dell	Unknown Mother Board Model	OT8384-69702-55G-0968	**1041**	99-999Z	
	Maxtor	Unknown Hard Drive Model	E1DGCBHE	**1068**	99-999Z	
	Samsung	Unknown Video Card Model	48CG0A5868	**1069**	99-999Z	
	Western Digital	Unknown Hard Drive Model	WCASY9035713	**1070**	99-999Z	
	ATX	Ultra LS	2276940105	**1071**	99-999Z	
	Sparkle Power	Unknonw Power Supply Model	54441100646	**1073**	99-999Z	
	Dell	N220P-01	CN-0RB8038-1797277709KI	**1099**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-58H-4JLH	**1100**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-058-4BEC	**1101**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-943-0EX4	**1102**	99-999Z	
	Antec	BP350	LT09011111414	**1103**	99-999Z	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Computer Part / Boards / Drives						
	Dell	L350P-00	002999742	**1104**	99-999Z	
	Astec	AA23160	APR0843003E	**1105**	99-999Z	
DVR						
	American Dynamics	DV1600	105A0335008668	**820**	00-000A	
Gate Arm Controller						
	Magnetic Autocontrol	MGC-PRO-A-100-0001	E10002032	**867**	99-999Z	
	Magnetic Autocontrol	MGC-PRO-A-100-0001	E10002826	**868**	99-999Z	
	Elite	M4P17DJ5E	LR 33543	**1075**	00-000A	
KVM						
	Belkin	Unknown KVM Model	B30614L400113	**1063**	99-999Z	
Laptop						
	Acer	Unknown Laptop Model	LXTB0605961504D502501	**1060**	99-999Z	
	Acer	Unknown Laptop Model	LXTB50605961504D702501	**1061**	99-999Z	
Monitor						
	Industrial Image	CH122-350V	1W0720079852	**821**	00-000A	
	Samsung	213T	NB21H4JXCD01482H	**827**	00-000A	
	Industrial Image	CH153-400V	1W0720079583	**829**	00-000A	
	Industrial Image	CH153-400V	1W0720079585	**830**	00-000A	
	Philips	32PFL6704D/F7	YA1C0951040480	**974**	06-052E	
	Samsung	AQ22H9NQ	209626W	**1064**	99-999Z	
	Samsung	AQ22H9NQ	A02554A	**1065**	99-999Z	
	Unknown	Unknown Monitor Stand Model	060009800639	**1072**	99-999Z	
	Samsung	213T	NB21HSDXB03460J	**1079**	02-022A	
	Samsung	213T	NB21HCHY203823P	**1080**	02-022A	
	ViewSonic	VA503B	Q78081161607	**1082**	99-999Z	
	Acer	AL1511	ETL160A13554300460PY23	**1083**	99-999Z	
	Samsung	920BM	WJ19H9FQ901567F	**1084**	99-999Z	
	Samsung	2443BW	MY24HVMQ700244HH	**1089**	02-022A	
	Acer	V173B	ETLBN0C12100110B774088	**1092**	99-999Z	
	Dell	1907FPT	CN0DC3237161864RBEXS	**1093**	99-999Z	
	Dell	1505FP	CN0U47957161861HGB0P	**1094**	99-999Z	
	Unknown	Unknown Monitor	D24010628400359	**1095**	99-999Z	
	Acer	AL1916A	ETL780C018650040B44001	**1106**	99-999Z	
	Samsung	940T	HA19HVDP706373B	**1107**	99-999Z	
Pan Tilt Unit						
	COHU	3955-3101(PT Only)	419664	**25**	02-023C	26180
	Quickset	7-45134-MWS	01F0504	**112**	02-022A	
	COHU	3955-3101(PT Only)	416593	**122**	02-023C	26260
	Quickset	7-45134-MWS	01F0503	**652**	02-022A	
	COHU	3955-3101	435279	**741**	02-023C	25742
	COHU	3955-3101	419657	**743**	02-023C	25734

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Pan Tilt Unit						
	Quickset	7-45111A	03E0538	**764**	06-052D	
	COHU	3955-3101(PT Only)	419936	**780**	99-999Z	
	COHU	3955-3101(PT Only)	419652	**782**	99-999Z	
	COHU	3955-3101(PT Only)	419654	**783**	99-999Z	
	COHU	3955-3101(PT Only)	419934	**787**	99-999Z	
	COHU	3955-3101(PT Only)	419656	**789**	99-999Z	
	COHU	3955-3101(PT Only)	419653	**790**	99-999Z	
	COHU	3955-3101(PT Only)	Unknown164	**792**	99-999Z	
	COHU	3955-3101(PT Only)	Unknown165	**793**	99-999Z	
	Unknown	Unknown	Unknown170	**806**	00-000A	
	Pelco	PT570-24P	04327-060-1311	**1074**	00-000A	
Power Distribution						
	Altusen	PN9108U	A17A10017BGH0002	**849**	02-022A	
	Sola	SDP 4-24-100RT	CA52090439	**1006**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090454	**1011**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090449	**1012**	99-999Z	
	Sola	SDP 4-24-100RT	CA11100017	**1013**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090444	**1014**	99-999Z	
	Sola	SDP 4-24-100RT	CA11100011	**1015**	99-999Z	
	Acopian	B12G50	Unknown183	**1016**	02-022A	
	Acopian	A12MT650	Unknown184	**1017**	02-022A	
Printer						
	Zebra Technologies	P420CE	E641773	**809**	00-000A	
	Nisca Corporation	PR5300	P472139	**811**	00-000A	
	Hewlett Packard	LaserJet 2420d	CNGKK17380	**828**	00-000A	
	Fargo Electronics Inc.	044003	A6080403	**831**	99-999Z	
	Hewlett Packard	DeskJet 6840	MY48K2R0S2	**850**	00-000A	
	Hewlett Packard	Desk Jet 6940	MY6BF9R2QS	**987**	99-999Z	
	Hewlett Packard	Office Jet 4620	CN2521423H	**988**	99-999Z	
	Hewlett Packard	Office Jet 6000	CN15A1F057	**989**	00-000A	
	Hewlett Packard	Office Jet 6000	CN24A3F0V2	**990**	99-999Z	
	Hewlett Packard	Office Jet 6000	CN24A3F0GK	**991**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24A3F0VP	**992**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24A3F0TF	**993**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24C3F05B	**994**	08-052C	
Printer / Scanner / Fax						
	Canon	M18083	DNA26445	**1020**	99-999Z	
	Hewlett Packard	Unknown Fax Model Number	CN8B75N26C	**1024**	99-999Z	
	Card Scanning Solutions	Scanshell 800	063603764	**1043**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508649	**1044**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7012001003987	**1045**	99-999Z	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Printer / Scanner / Fax						
	Card Scanning Solutions	Scanshell 800	061508949	**1046**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508958	**1047**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7012001003983	**1048**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	713200300649	**1049**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	2032003000189	**1050**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7442011002237	**1051**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508951	**1052**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508647	**1053**	99-999Z	
	Card Scanning Solutions	Scanshell 800	062202220	**1054**	99-999Z	
	Card Scanning Solutions	Scanshell 800	063602116	**1055**	99-999Z	
	Card Scanning Solutions	Scanshell 800	0172003000680	**1056**	99-999Z	
	Card Scanning Solutions	Scanshell 800	1042003000568	**1057**	99-999Z	
	Card Scanning Solutions	Scanshell 800	2022003000053	**1058**	99-999Z	
	Card Scanning Solutions	Scanshell 800	9222026000239	**1059**	99-999Z	
	Brother	HL-2700CN	U60767H0S161804	**1078**	02-022A	
	Hewlett Packard	VCVRA-0511	MY82ECS2C1	**1096**	99-999Z	
	Hewlett Packard	SDG0B-0604-03	CN8B75N26B	**1097**	99-999Z	
	Fargo Electronics Inc.	044002	A6290004	**1098**	99-999Z	
	Card Scanning Solutions	Scanshell 800	Unknown186	**1109**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown187	**1110**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown188	**1111**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown189	**1112**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown190	**1113**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown191	**1114**	99-999Z	
Radio (Two-Way)						
	Motorola	L53SUM70D0B (DeskTrac)	154SSP0294	**1003**	00-000A	
	Motorola	L53SUM70D0B (DeskTrac)	154SWQ0233	**1004**	00-000A	
	Motorola	L53SUM70D0B (DeskTrac)	154STS0328	**1005**	00-000A	
Router						
	Netopia	Unknown Router Model	1616594	**1021**	00-000A	
	iDirect	Unknown Router Model Number	071811	**1042**	00-000A	
	Cisco	PIX506E	88808325024	**1062**	99-999Z	
	Cisco	PIX515E	88808252584	**1066**	99-999Z	
Sat Reciever						
	RCA	Direct TV	D414BFOME	**1023**	00-000A	
Serial / Ethernet Server						
	B&B Electronics	VESR901	0101101026	**933**	99-999Z	
Switch						
	Cisco	2600 Series	SJMX0825L1VG	**1067**	99-999Z	
	Cisco	Catalyst 2960 Series	FDC1S06V3VC	**1081**	99-999Z	
UPS						

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
UPS						
	Sola	SDU-850	10001361009	**639**	99-999Z	
	Sola	SDU-850	10068591001	**640**	06-052D	
	Sola	SDU-850	10002551107	**720**	06-052D	
	Sola	SDU-850	10068981001	**728**	11-043C	
	Sola	SDU-850	10068841001	**729**	11-043C	
	Sola	SDU-850	10068581001	**757**	99-999Z	
	Sola	SDU-850	10051421206	**758**	99-999Z	
	APC	SU48BP	PS0342243194	**813**	00-000A	
	Tripp Lite	INTERNET750U	9723AY0BC575801562	**817**	00-000A	
	Tripp Lite	AVR550U	9945EYOM785600700	**818**	00-000A	
	APC	SU300NET	YS0320210694	**819**	00-000A	
	Tripp Lite	SMART1200LCD	5648AY0SM659300096	**825**	00-000A	
	Opti-UPS	GS1100B	091264303921	**826**	00-000A	
	Sola	SDU-850	10068821001	**905**	11-043C	
	Sola	SDU-850	10011191003	**997**	99-999Z	
	Sola	SDU-850	10011201003	**998**	99-999Z	
	Sola	SDU-850	10051431206	**999**	99-999Z	
	Sola	SDU-850	10052531206	**1000**	99-999Z	
	Sola	SDU-850	10005401111	**1001**	99-999Z	
	Sola	SDU-850	10068721001	**1002**	99-999Z	
VCR						
	Samsung	SSC-1280	61AY101063X/SSC	**812**	00-000A	
Video Appliance						
	Dedicated Computing	OEM-F1512R	1486749	**496**	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486741	**504**	04-033C	25646
	Dedicated Computing	OEM-F1512R	1497735	**506**	04-033C	25048
	Dedicated Computing	OEM-F1512R	1497734	**507**	04-033C	25646
	Dedicated Computing	OEM-F1512R	1486752	**508**	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486746	**509**	04-033C	25646
	Dell	PowerEdge 860	FN6CQF1	**510**	06-052D	
	Dedicated Computing	OEM-F1512R	1486743	**511**	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486747	**512**	04-033C	25321
	Dedicated Computing	OEM-F1512R	1486751	**513**	04-001F	24900
	Dedicated Computing	OEM-F1512R	1494340	**514**	04-033C	25347
	Dell	PowerEdge 860	2N6CQF1	**515**	06-052D	
	Dell	PowerEdge 860	8N6CQF1	**516**	06-052D	
	Dedicated Computing	OEM-F1512R	1486756	**517**	04-033C	25355
	Dell	PowerEdge 860	DN6CQF1	**518**	06-052D	
	Dedicated Computing	OEM-F1512R	1497733	**519**	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486755	**520**	04-033C	25785
	Dedicated Computing	OEM-F1512R	1486754	**521**	04-001F	24897
	Dell	PowerEdge 860	5N6CQF1	**522**	06-052D	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Video Appliance						
	Dell	PowerEdge 860	7N6CQF1	523	06-052D	
	Dedicated Computing	OEM-F1512R	1486745	524	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486757	526	04-001F	24897
	Dell	PowerEdge 860	FXJ1RF1	527	06-052D	
	Dell	PowerEdge 860	6ZJ1RF1	528	04-033C	
	Dell	PowerEdge 860	FZJ1RF1	530	04-001F	
	Dell	PowerEdge 860	9ZJ1RF1	531	06-052D	
	Dedicated Computing	OEM-F1512R	1494339	532	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486750	533	04-033C	25355
	Dedicated Computing	OEM-F1512R	1486742	534	04-033C	25793
	Dell	PowerEdge 860	HM6CQF1	536	06-052D	
	Dell	PowerEdge 860	D0C6FN1	538	06-052D	
	Dell	PowerEdge 860	B0C6FN1	539	06-052D	
	Dell	PowerEdge 860	J0C6FN1	540	06-052D	
	Dell	PowerEdge 860	H0C6FN1	541	06-052D	
	Dell	PowerEdge 860	H1BGFN1	542	06-052D	
	Dell	PowerEdge 860	F0C6FN1	543	06-052D	
	Dedicated Computing	OEM-F1512R	1486753	544	04-033C	25355
Wirelss Link						
	Verint	Nexiva	Unknown171	832	02-022A	
Workstation						
	Dell	WHL	9NNR241	814	00-000A	
	Dell	WHL	JCTC941	815	00-000A	
	Dell	DCCY	4NGT781	822	99-999Z	
	Dell	DCCY	D6XXNB1	823	99-999Z	
	Dell	DCCY	GMGT7B1	824	99-999Z	
	Dell	DCCY	15F2991	844	99-999Z	
	Dell	DCCY	F7XXNB1	845	99-999Z	
	Dell	DCCY	2NGT7B1	846	99-999Z	
	Dell	DCCY	FTZ1991	847	99-999Z	
	Dell	DCCY	7NGT781	848	99-999Z	
	Dell	DCSM	FZ9DZ81	851	99-999Z	
	Dell	DCSM	C0BDZ81	852	99-999Z	
	Dell	Precision 370	458C071	995	02-022A	
	Dell	Precision 370	DTSC071	996	02-022A	
	Dell	Optiplex GX520 (DCCY)	DCVTB91	1018	99-999Z	
	Dell	Precision 670 (WHL)	4TQ0971	1019	04-001F	
	Dell	Precision 390 (DHM)	44GTH41	1086	04-001F	
	Dell	DCSM	J0BD781	1087	02-022A	
	Dell	Precision 370 (DHM)	JTSC071	1090	00-000A	
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Equipment List - At Turner Building - Slated For Donation Bin 41

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Camera						
	Axsys	22863 (Field Pro 5x)	033	18	02-022A	
	COHU	3935-5100	419666.	26	02-023C	26251
	COHU	3935-3100	432729	32	04-001F	24838
	COHU	3935-3100	434484	34	03-036C	25873
	COHU	3935-3100	434492	35	03-036C	25873
	COHU	3935-3100	435279.	37	02-023C	25742
	COHU	3935-3100	435296	39	03-036C	25881
	COHU	3935-3100	461850	55	03-036C	25873
	Axsys	22857 (Range Pro)	025	79	02-022A	
	Axsys	22857 (Range Pro)	022	80	02-022A	
	Axsys	22857 (Range Pro)	024	114	02-022A	
	FLIR	SR-35	F41285	127	06-052J	31173
	COHU	3935-3100	435288	194	03-036C	25831
	Rvision	T200	T2103	316	02-022A	
	COHU	3935-3100	??4286	765	99-999Z	
	COHU	3935-3100	449452	766	99-999Z	
	COHU	3935-3100	461838	767	03-036C	25380
	COHU	3935-5100	450117	771	99-999Z	
	COHU	3935-3100	444270	773	99-999Z	25831
	COHU	3935-5100	434066	774	99-999Z	
	COHU	3935-5100	435282	778	99-999Z	
	COHU	3935-5100	435284.	779	02-023C	26235
	COHU	3935-5100	449453	781	99-999Z	
	COHU	3935-3100	449451	784	99-999Z	
	COHU	3935-3100	Unknown166	795	99-999Z	
Pan Tilt Unit						
	Quickset	7-45134-MWS	01F0504	112	02-022A	
	COHU	3955-3101(PT Only)	416593	122	02-023C	26260
	Quickset	7-45134-MWS	01F0503	652	02-022A	
	Pelco	PT570-24P	04327-060-1311	1074	00-000A	
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Equipment List - At Turner Building - Slated For Donation Bin 42

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Video Appliance						
	Dedicated Computing	OEM-F1512R	1486749	496	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486741	504	04-033C	25646
	Dedicated Computing	OEM-F1512R	1497735	506	04-033C	25048
	Dedicated Computing	OEM-F1512R	1497734	507	04-033C	25646
	Dedicated Computing	OEM-F1512R	1486752	508	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486746	509	04-033C	25646
	Dell	PowerEdge 860	FN6CQF1	510	06-052D	
	Dedicated Computing	OEM-F1512R	1486743	511	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486747	512	04-033C	25321
	Dedicated Computing	OEM-F1512R	1486751	513	04-001F	24900
	Dedicated Computing	OEM-F1512R	1494340	514	04-033C	25347
	Dell	PowerEdge 860	2N6CQF1	515	06-052D	
	Dell	PowerEdge 860	8N6CQF1	516	06-052D	
	Dedicated Computing	OEM-F1512R	1486756	517	04-033C	25355
	Dell	PowerEdge 860	DN6CQF1	518	06-052D	
	Dedicated Computing	OEM-F1512R	1497733	519	04-033C	25312
	Dedicated Computing	OEM-F1512R	1486755	520	04-033C	25785
	Dedicated Computing	OEM-F1512R	1486754	521	04-001F	24897
	Dell	PowerEdge 860	5N6CQF1	522	06-052D	
	Dell	PowerEdge 860	7N6CQF1	523	06-052D	
	Dedicated Computing	OEM-F1512R	1486757	526	04-001F	24897
	Dell	PowerEdge 860	FXJ1RF1	527	06-052D	
	Dell	PowerEdge 860	6ZJ1RF1	528	04-033C	
	Dell	PowerEdge 860	FZJ1RF1	530	04-001F	
	Dell	PowerEdge 860	9ZJ1RF1	531	06-052D	
	Dedicated Computing	OEM-F1512R	1494339	532	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486750	533	04-033C	25355
	Dedicated Computing	OEM-F1512R	1486742	534	04-033C	25793
	Dell	PowerEdge 860	40K1RF1	535	06-052D	
	Dell	PowerEdge 860	HM6CQF1	536	06-052D	
	Dell	PowerEdge 860	D0C6FN1	538	06-052D	
	Dell	PowerEdge 860	B0C6FN1	539	06-052D	
	Dell	PowerEdge 860	J0C6FN1	540	06-052D	
	Dell	PowerEdge 860	H0C6FN1	541	06-052D	
	Dell	PowerEdge 860	H1BGFN1	542	06-052D	
	Dell	PowerEdge 860	F0C6FN1	543	06-052D	
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Equipment List - At Turner Building - Slated For Donation Bin 43

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Computer Part / Boards / Drives						
	Dell	N220P-01	CN-0RB8038-1797277709KI	**1099**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-58H-4JLH	**1100**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-058-4BEC	**1101**	99-999Z	
	Dell	N220P-01	CN-0RB8038-17972-943-0EX4	**1102**	99-999Z	
	Antec	BP350	LT09011111414	**1103**	99-999Z	
	Dell	L350P-00	002999742	**1104**	99-999Z	
	Astec	AA23160	APR0843003E	**1105**	99-999Z	
Monitor						
	Samsung	213T	NB21HSDXB03460J	**1079**	02-022A	
	Samsung	213T	NB21HCHY203823P	**1080**	02-022A	
	ViewSonic	VA503B	Q78081161607	**1082**	99-999Z	
	Acer	AL1511	ETL160A13554300460PY23	**1083**	99-999Z	
	Samsung	920BM	WJ19H9FQ901567F	**1084**	99-999Z	
	Samsung	2443BW	MY24HVMQ700244HH	**1089**	02-022A	
	Acer	V173B	ETLBN0C12100110B774088	**1092**	99-999Z	
	Dell	1907FPT	CN0DC3237161864RBEXS	**1093**	99-999Z	
	Dell	1505FP	CN0U47957161861HGB0P	**1094**	99-999Z	
	Unknown	Unknown Monitor	D24010628400359	**1095**	99-999Z	
	Acer	AL1916A	ETL780C018650040B44001	**1106**	99-999Z	
	Samsung	940T	HA19HVDP706373B	**1107**	99-999Z	
Printer / Scanner / Fax						
	Brother	HL-2700CN	U60767H0S161804	**1078**	02-022A	
	Hewlett Packard	VCVRA-0511	MY82ECS2C1	**1096**	99-999Z	
	Hewlett Packard	SDG0B-0604-03	CN8B75N26B	**1097**	99-999Z	
	Fargo Electronics Inc.	044002	A6290004	**1098**	99-999Z	
Workstation						
	Dell	Optiplex GX520 (DCCY)	DCVTB91	**1018**	99-999Z	
	Dell	Precision 670 (WHL)	4TQ0971	**1019**	04-001F	
	Dell	Precision 390 (DHM)	44GTH41	**1086**	04-001F	
	Dell	DCSM	J0BD781	**1087**	02-022A	
	Dell	Precision 370 (DHM)	JTSC071	**1090**	00-000A	
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Equipment List - At Turner Building - Slated For Donation Bin 44

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Computer Part / Boards / Drives						
	Dell	04G481	Unknown185	**1022**	99-999Z	
	Hewlett Packard	Unknown Hard Drive Model	AAL1P4900WGA	**1025**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM68GN3	**1026**	99-999Z	
	Seagate	Unknown Hard Drive Model	SLR14WN3	**1027**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR14P9J	**1028**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM6SGPQ	**1029**	99-999Z	
	Seagate	Unknown Hard Drive Model	4MR112LH	**1030**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR4D47T	**1031**	99-999Z	
	Seagate	Unknown Hard Drive Model	9SF0T3LV	**1032**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM6SHXK	**1033**	99-999Z	
	Seagate	Unknown Hard Drive Model	5MR14PMR	**1034**	99-999Z	
	Seagate	Unknown Hard Drive Model	9QM9EFX1	**1035**	99-999Z	
	Samsung	Unknown Hard Drive Model	SODEJ1HL610029	**1036**	99-999Z	
	Samsung	Unknown Hard Drive Model	SODEJ1HL610033	**1037**	99-999Z	
	Seagate	Unknown Hard Drive Model	9RW6101N	**1038**	99-999Z	
	Western Digital	Unknown Hard Drive Model	WMANS208866E	**1039**	99-999Z	
	Dell	Unknown Mother Board Model	OM8938-69702-52F-0092	**1040**	99-999Z	
	Dell	Unknown Mother Board Model	OT8384-69702-55G-0968	**1041**	99-999Z	
	Maxtor	Unknown Hard Drive Model	E1DGCBHE	**1068**	99-999Z	
	Samsung	Unknown Video Card Model	48CG0A5868	**1069**	99-999Z	
	Western Digital	Unknown Hard Drive Model	WCASY9035713	**1070**	99-999Z	
	ATX	Ultra LS	2276940105	**1071**	99-999Z	
	Sparkle Power	Unknonw Power Supply Model	54441100646	**1073**	99-999Z	
Gate Arm Controller						
	Magnetic Autocontrol	MGC-PRO-A-100-0001	E10002032	**867**	99-999Z	
	Magnetic Autocontrol	MGC-PRO-A-100-0001	E10002826	**868**	99-999Z	
	Elite	M4P17DJ5E	LR 33543	**1075**	00-000A	
KVM						
	Belkin	Unknown KVM Model	B30614L400113	**1063**	99-999Z	
Laptop						
	Acer	Unknown Laptop Model	LXTB0605961504D502501	**1060**	99-999Z	
	Acer	Unknown Laptop Model	LXTB50605961504D702501	**1061**	99-999Z	
Monitor						
	Philips	32PFL6704D/F7	YA1C0951040480	**974**	06-052E	
	Samsung	AQ22H9NQ	209626W	**1064**	99-999Z	
	Samsung	AQ22H9NQ	A02554A	**1065**	99-999Z	
	Unknown	Unknown Monitor Stand Model	060009800639	**1072**	99-999Z	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Power Distribution						
	Sola	SDP 4-24-100RT	CA52090439	**1006**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090454	**1011**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090449	**1012**	99-999Z	
	Sola	SDP 4-24-100RT	CA11100017	**1013**	99-999Z	
	Sola	SDP 4-24-100RT	CA52090444	**1014**	99-999Z	
	Sola	SDP 4-24-100RT	CA11100011	**1015**	99-999Z	
	Acopian	B12G50	Unknown183	**1016**	02-022A	
	Acopian	A12MT650	Unknown184	**1017**	02-022A	
Printer						
	Hewlett Packard	Desk Jet 6940	MY6BF9R2QS	**987**	99-999Z	
	Hewlett Packard	Office Jet 4620	CN2521423H	**988**	99-999Z	
	Hewlett Packard	Office Jet 6000	CN15A1F057	**989**	00-000A	
	Hewlett Packard	Office Jet 6000	CN24A3F0V2	**990**	99-999Z	
	Hewlett Packard	Office Jet 6000	CN24A3F0GK	**991**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24A3F0VP	**992**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24A3F0TF	**993**	08-052C	
	Hewlett Packard	Office Jet 6000	CN24C3F05B	**994**	08-052C	
Printer / Scanner / Fax						
	Canon	M18083	DNA26445	**1020**	99-999Z	
	Hewlett Packard	Unknown Fax Model Number	CN8B75N26C	**1024**	99-999Z	
	Card Scanning Solutions	Scanshell 800	063603764	**1043**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508649	**1044**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7012001003987	**1045**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508949	**1046**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508958	**1047**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7012001003983	**1048**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	713200300649	**1049**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	2032003000189	**1050**	99-999Z	
	Card Scanning Solutions	Scanshell 800	7442011002237	**1051**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508951	**1052**	99-999Z	
	Card Scanning Solutions	Scanshell 800	061508647	**1053**	99-999Z	
	Card Scanning Solutions	Scanshell 800	062202220	**1054**	99-999Z	
	Card Scanning Solutions	Scanshell 800	063602116	**1055**	99-999Z	
	Card Scanning Solutions	Scanshell 800	0172003000680	**1056**	99-999Z	
	Card Scanning Solutions	Scanshell 800	1042003000568	**1057**	99-999Z	
	Card Scanning Solutions	Scanshell 800	2022003000053	**1058**	99-999Z	
	Card Scanning Solutions	Scanshell 800	9222026000239	**1059**	99-999Z	
	Card Scanning Solutions	Scanshell 800	Unknown186	**1109**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown187	**1110**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown188	**1111**	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown189	**1112**	99-999Z	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Printer / Scanner / Fax						
	Card Scanning Solutions	Scanshell 800R	Unknown190	1113	99-999Z	
	Card Scanning Solutions	Scanshell 800R	Unknown191	1114	99-999Z	
Radio (Two-Way)						
	Motorola	L53SUM70D0B (DeskTrac)	154SSP0294	1003	00-000A	
	Motorola	L53SUM70D0B (DeskTrac)	154SWQ0233	1004	00-000A	
	Motorola	L53SUM70D0B (DeskTrac)	154STS0328	1005	00-000A	
Router						
	Netopia	Unknown Router Model	1616594	1021	00-000A	
	iDirect	Unknown Router Model Number	071811	1042	00-000A	
	Cisco	PIX506E	88808325024	1062	99-999Z	
	Cisco	PIX515E	88808252584	1066	99-999Z	
Sat Reciever						
	RCA	Direct TV	D414BFOME	1023	00-000A	
Serial / Ethernet Server						
	B&B Electronics	VESR901	0101101026	933	99-999Z	
Switch						
	Cisco	2600 Series	SJMX0825L1VG	1067	99-999Z	
	Cisco	Catalyst 2960 Series	FDC1S06V3VC	1081	99-999Z	
UPS						
	Sola	SDU-850	10001361009	639	99-999Z	
	Sola	SDU-850	10068591001	640	06-052D	
	Sola	SDU-850	10002551107	720	06-052D	
	Sola	SDU-850	10068981001	728	11-043C	
	Sola	SDU-850	10068841001	729	11-043C	
	Sola	SDU-850	10068581001	757	99-999Z	
	Sola	SDU-850	10051421206	758	99-999Z	
	Sola	SDU-850	10068821001	905	11-043C	
	Sola	SDU-850	10011191003	997	99-999Z	
	Sola	SDU-850	10011201003	998	99-999Z	
	Sola	SDU-850	10051431206	999	99-999Z	
	Sola	SDU-850	10052531206	1000	99-999Z	
	Sola	SDU-850	10005401111	1001	99-999Z	
	Sola	SDU-850	10068721001	1002	99-999Z	
Workstation						
	Dell	Precision 370	458C071	995	02-022A	
	Dell	Precision 370	DTSC071	996	02-022A	
			101			

Equipment List - At Turner Building - Slated For Donation Bin 45

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset

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Equipment List - At Turner Building - Slated For Donation Bin 46

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
DVR						
	American Dynamics	DV1600	105A0335008668	**820**	00-000A	
Monitor						
	Industrial Image	CH122-350V	1W0720079852	**821**	00-000A	
	Samsung	213T	NB21H4JXCD01482H	**827**	00-000A	
	Industrial Image	CH153-400V	1W0720079583	**829**	00-000A	
	Industrial Image	CH153-400V	1W0720079585	**830**	00-000A	
Power Distribution						
	Altusen	PN9108U	A17A10017BGH0002	**849**	02-022A	
Printer						
	Zebra Technologies	P420CE	E641773	**809**	00-000A	
	Nisca Corporation	PR5300	P472139	**811**	00-000A	
	Hewlett Packard	LaserJet 2420d	CNGKK17380	**828**	00-000A	
	Fargo Electronics Inc.	044003	A6080403	**831**	99-999Z	
	Hewlett Packard	DeskJet 6840	MY48K2R0S2	**850**	00-000A	
UPS						
	APC	SU48BP	PS0342243194	**813**	00-000A	
	Tripp Lite	INTERNET750U	9723AY0BC575801562	**817**	00-000A	
	Tripp Lite	AVR550U	9945EYOM785600700	**818**	00-000A	
	APC	SU300NET	YS0320210694	**819**	00-000A	
	Tripp Lite	SMART1200LCD	5648AY0SM659300096	**825**	00-000A	
	Opti-UPS	GS1100B	091264303921	**826**	00-000A	
VCR						
	Samsung	SSC-1280	61AY101063X/SSC	**812**	00-000A	
Video Appliance						
	Dedicated Computing	OEM-F1512R	1486745	**524**	04-001F	24897
	Dedicated Computing	OEM-F1512R	1486753	**544**	04-033C	25355
Wirelss Link						
	Verint	Nexiva	Unknown171	**832**	02-022A	
Workstation						
	Dell	WHL	9NNR241	**814**	00-000A	
	Dell	WHL	JCTC941	**815**	00-000A	
	Dell	DCCY	4NGT781	**822**	99-999Z	
	Dell	DCCY	D6XXNB1	**823**	99-999Z	
	Dell	DCCY	GMGT7B1	**824**	99-999Z	
	Dell	DCCY	15F2991	**844**	99-999Z	
	Dell	DCCY	F7XXNB1	**845**	99-999Z	
	Dell	DCCY	2NGT7B1	**846**	99-999Z	
	Dell	DCCY	FTZ1991	**847**	99-999Z	

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Workstation						
	Dell	DCCY	7NGT781	**848**	99-999Z	
	Dell	DCSM	FZ9DZ81	**851**	99-999Z	
	Dell	DCSM	C0BDZ81	**852**	99-999Z	
			33			

Equipment List - At Turner Building - Slated For Donation Bin 47

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset

0

Equipment List - At Turner Building - Slated For Donation Bin 48

Catagory	Manufacturer	Model	Serial	DB ID	Grant	Asset
Camera						
	Pelco	ESPT1C22	01033-45-0013	16	00-000A	
	Axsys	22857 (Range Pro)	026	17	02-022A	
	COHU	3965-3101-Pole	449010	40	04-033C	25339
	COHU	3965-3101-PEDD	460162	47	03-036C	25865
	Rvision	T200	T2101	53	00-000A	
	COHU	3965-3101-PEDD	462849	56	03-036C	25890
	COHU	3955-3101	418512	69	02-023C	
	COHU	3925-3100-FEND	419600	146	02-023C	26171
	FLIR	SR-19	F41098	451	06-052J	
	FLIR	PTZ-35MS	F47297	454	06-052E	32192
	Unknown	Unknown Camera Model	Unknown167	802	00-000A	
	Unknown	Unknown Camera Model	Unknown169	805	00-000A	
	Sony	SNC-RZ30N	132341	807	00-000A	
	Unknown	Unknown Camera Model	Unknown181	808	00-000A	
	COHU	3965-3101-PEDD	Unknown182	908	99-999Z	
Pan Tilt Unit						
	COHU	3955-3101(PT Only)	419664	25	02-023C	26180
	COHU	3955-3101	419657	743	02-023C	25734
	Quickset	7-45111A	03E0538	764	06-052D	
	COHU	3955-3101(PT Only)	419936	780	99-999Z	
	COHU	3955-3101(PT Only)	419652	782	99-999Z	
	COHU	3955-3101(PT Only)	419654	783	99-999Z	
	COHU	3955-3101(PT Only)	419934	787	99-999Z	
	COHU	3955-3101(PT Only)	419656	789	99-999Z	
	COHU	3955-3101(PT Only)	419653	790	99-999Z	
	COHU	3955-3101(PT Only)	Unknown164	792	99-999Z	
	COHU	3955-3101(PT Only)	Unknown165	793	99-999Z	
	Unknown	Unknown	Unknown170	806	00-000A	
			27			

Turner Building Inventory Details

Filtered to show: ([Assets Query1].[Condition]="(5) Not Working")

Asset Name Jack Hammer

Category	Equipment	**Manufacturer**	Ingersoll Rand
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 49
Purchase Price	$0.00	**Acquired Date**	3/23/2016

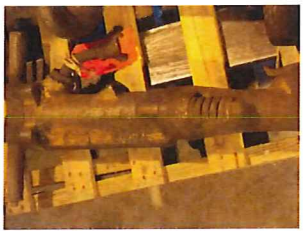
☑ Active:

Description

Yellow Jack Hammer

Comments:

Attachments:



Asset Name Microwave Oven

Category	Equipment	**Manufacturer**	Toshiba
Condition	(5) Not Working	**Model**	ER-87687
Current Value	$0.00	**Location**	Bin 49
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

Micorowave

Comments:

Attachments:

Asset Name Water Pump

Category	Equipment	**Manufacturer**	Honda
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 54
Purchase Price	$0.00	**Acquired Date**	3/15/2016

☑ Active:

Description

Water Pump MD.WP20X

Comments:

Attachments:

Asset Name Microwave

Category	Technology	**Manufacturer**	Sharp
Condition	(5) Not Working	**Model**	125960
Current Value	$0.00	**Location**	Bin 54
Purchase Price	$0.00	**Acquired Date**	6/13/2017

☑ Active:

Description

Carousel

Comments:

Attachments:

Asset Name Pressure Washer

Category	Equipment	**Manufacturer**	Briggs & Stratton
Condition	(5) Not Working	**Model**	DBA2500BC
Current Value	$0.00	**Location**	Bin 54
Purchase Price	$0.00	**Acquired Date**	3/15/2016

☑ Active:

Description

Pressure Washer

Comments:

Attachments:

Asset Name Heater

Category	Other	**Manufacturer**	Toastmaster
Condition	(5) Not Working	**Model**	984-2
Current Value	$0.00	**Location**	Bin 55
Purchase Price	$0.00	**Acquired Date**	3/29/2016

☑ Active:

Description

Small Office Heater

Comments:

Attachments:

Asset Name Microwave

Category	Other	**Manufacturer**	Kenmore
Condition	(5) Not Working	**Model**	72162349202
Current Value	$0.00	**Location**	Bin 55
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Microwave

Comments:

Attachments:

Asset Name Shampooer

Category	Equipment	**Manufacturer**	Minuteman
Condition	(5) Not Working	**Model**	Ambassador
Current Value	$0.00	**Location**	Bin 56
Purchase Price	$0.00	**Acquired Date**	3/15/2016

☑ Active:

Description

Shampooer

Comments:

Attachments:

Asset Name Air Compressor

Category	Equipment	**Manufacturer**	Titan Industrial
Condition	(5) Not Working	**Model**	TAC-2T
Current Value	$0.00	**Location**	Bin 56
Purchase Price	$0.00	**Acquired Date**	3/15/2016

☑ Active:

Description

Dual Air Compressor

Comments:

Attachments:

Asset Name **Power Washer**

Category	Tools	**Manufacturer**	Husky
Condition	(5) Not Working	**Model**	H1610
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

No hoses or no nozzles, 1800 psi

Comments: Pending Comm Approval

Attachments:

Asset Name **Vacuum**

Category	Equipment	**Manufacturer**	Fuller
Condition	(5) Not Working	**Model**	Heavy Duty
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

Comments: Pending Comm Approval

Attachments:

Asset Name **Air Needler**

Category	Tools	**Manufacturer**	
Condition	(5) Not Working	**Model**	1954HPE
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

Comments: Pending Comm Approval

Attachments:

Asset Name **Blower**

Category	Tools	**Manufacturer**	Shindaiwa
Condition	(5) Not Working	**Model**	68234
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

leaf blower

Comments:

Attachments:

Asset Name **Hammer Drill**

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	18 volt
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

Comments: Pending Comm Approval

Attachments:

Asset Name **Nail Gun**

Category	Tools	**Manufacturer**	Senco
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Air Nail Trim Gun

Comments:

Attachments:

Asset Name Electric Grinder

Category	Tools	**Manufacturer**	Milwaukee
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

Comments: Pending Comm Approval

Attachments:

Asset Name Paint Sprayer

Category	Tools	**Manufacturer**	
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2016

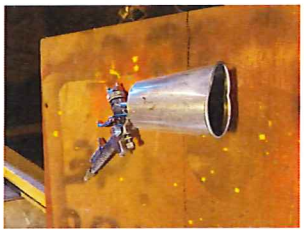
☑ Active:

Description

Paint Sprayer with Small Hopper

Comments:

Attachments:



Asset Name Grinder

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	D28402
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Angle Grinder

Comments: Pending Comm Approval

Attachments:

Asset Name Radio

Category	Tools	**Manufacturer**	Motorola
Condition	(5) Not Working	**Model**	HT600
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Radio

Attachments:

Comments: Pending Comm Approval

Asset Name Hammer Drill

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	DC212
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2017

☑ Active:

Description

Hammer Drill

Attachments:

Comments: Pending Comm Approval

Asset Name Hammer Drill

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/15/2017

☑ Active:

Description

Hammer Drill

Attachments:

Comments: Pending Comm Approval

Asset Name Drill

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

cordless drill

Comments: Pending Comm Approval

Attachments:

Asset Name Hydraulic Press

Category	Tools	**Manufacturer**	Eaton
Condition	(5) Not Working	**Model**	T-400
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

Hydraulic Press

Comments:

Attachments:

Asset Name Air Wrench

Category	Tools	**Manufacturer**	Ingersoll
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

3/4 inch Air Impact Wrench

Comments:

Attachments:

Asset Name **Chainsaw**

Category	Tools	**Manufacturer**	RedMax
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Chainsaw

Comments: Pending Comm Approval

Attachments:

Asset Name **Air Regulator**

Category	Tools	**Manufacturer**	
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Air Regulator

Comments:

Attachments:

Asset Name **Multimeter**

Category	Tools	**Manufacturer**	Fluke
Condition	(5) Not Working	**Model**	373
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Clamp meter True RMS

Comments: Pending Comm Approval

Attachments:

Asset Name Grease Gun

Category	Tools	**Manufacturer**	
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Attachments:

Comments: Pending Comm Approval

Asset Name Sander

Category	Tools	**Manufacturer**	Ingersoll Rand
Condition	(5) Not Working	**Model**	312
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Orbital Sander

Attachments:

Comments: Pending Comm Approval

Asset Name Sawzall

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Cordless

Attachments:

Comments: Pending Comm Approval

Asset Name **Grinder**

Category	Tools	**Manufacturer**	Dewalt
Condition	(5) Not Working	**Model**	D28115
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/23/2016

☑ Active:

Description

Disk Grinder

Comments:

Attachments:

Asset Name **Chain Saw**

Category	Tools	**Manufacturer**	RedMax
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

Chain Saw

Comments:

Attachments:

Asset Name **Band Saw**

Category	Tools	**Manufacturer**	Rockwell
Condition	(5) Not Working	**Model**	725
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	3/15/2016

☑ Active:

Description

Electric Band Saw

Comments: Pending Comm Approval

Attachments:

Asset Name **Copier**

Category	Technology	**Manufacturer**	Canon
Condition	(5) Not Working	**Model**	IR2020
Current Value	$0.00	**Location**	Bin 66
Purchase Price	$0.00	**Acquired Date**	7/7/2017

☑ Active:

Description

Components to Copier:
Feeder: ADF-P1 SN: KRV31277
Finisher: U1 SN: KRY13405
Duplex Unit A1 SN: TKC39682
Large Cabinet SN44039

Attachments:

Comments:

Asset Name **Shredder**

Category	Equipment	**Manufacturer**	Fellows
Condition	(5) Not Working	**Model**	PS80C-2
Current Value	$0.00	**Location**	Bin 66
Purchase Price	$0.00	**Acquired Date**	7/7/2017

☑ Active:

Description

Attachments:

Comments:

Asset Name **Shredder**

Category	Equipment	**Manufacturer**	GBC
Condition	(5) Not Working	**Model**	Shredmaster 4550X
Current Value	$0.00	**Location**	Bin 66
Purchase Price	$0.00	**Acquired Date**	7/7/2017

☑ Active:

Description

Attachments:

Comments:

Asset Name **Copier**

Category	Technology	**Manufacturer**	IKON
Condition	(5) Not Working	**Model**	MPC3501
Current Value	$0.00	**Location**	Pending
Purchase Price	$0.00	**Acquired Date**	9/5/2017

☑ Active:

Attachments:

Description

Copier

Comments:

Asset Name **Hardware**

Category	Technology	**Manufacturer**	
Condition	(5) Not Working	**Model**	
Current Value	$0.00	**Location**	Pending
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Attachments:

Description

Box of keyboards and 1 mouse

Comments:

Turner Building Inventory Details

Filtered to show: ([Assets Query1].[Condition]="(3) Damaged")

Asset Name **Desk**

Category	Furniture	**Manufacturer**	
Condition	(3) Damaged	**Model**	
Current Value	$0.00	**Location**	Bin 31
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

In the box desk with missing top desk part

Attachments:

Comments:

Asset Name **Sewer Machine**

Category	Tools	**Manufacturer**	Dayton
Condition	(3) Damaged	**Model**	SK445B
Current Value	$0.00	**Location**	Bin 49
Purchase Price	$0.00	**Acquired Date**	3/16/2016

☑ Active:

Description

Snake for drain pipe

Attachments:

Comments:

Turner Building Inventory Details

Filtered to show: ([Assets Query1].[Condition]="(2) Bad")

Asset Name **Desk - Odd Pieces**

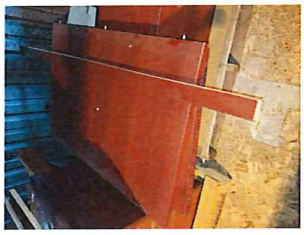
Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 08
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Left over pieces of desk located in Peggy's old office. Either put all together or dispose

Attachments:



Comments:

Asset Name **end table**

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 20
Purchase Price	$0.00	**Acquired Date**	7/24/2015

☑ Active:

Description

end tables

Attachments:

Comments:

Asset Name **lamps**

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 20
Purchase Price	$0.00	**Acquired Date**	7/24/2015

☑ Active:

Description

Lamps with crumbled shades

Attachments:

Comments:

Asset Name Credenza

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 20
Purchase Price	$0.00	**Acquired Date**	7/24/2015

☑ Active:

Description

Old style matches end tables in same bin

Comments:

Attachments:

Asset Name Coffee Table

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 23
Purchase Price	$0.00	**Acquired Date**	1/19/2017

☑ Active:

Description

Chipped and stained, dark brown wooden coffee table

Comments:

Attachments:

Asset Name lateral file

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 24
Purchase Price	$0.00	**Acquired Date**	4/11/2016

☑ Active:

Description

2 drawer lateral file - old style

Comments:

Attachments:

Asset Name **Table**

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 26-28
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Wood laminate table with metal legs
Scratched

Attachments:

Comments:

Asset Name **Floor Tiles with Brackets**

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 30
Purchase Price	$0.00	**Acquired Date**	1/27/2017

☑ Active:

Description

Floor tiles for raised floor in computer room includes carpeted floor tile and brackets

Attachments:

Comments:

Asset Name **Hutch**

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 32
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Oak Desk Hutch

Attachments:

Comments:

Asset Name Desk

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 34-36
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Single Pedestal no drawers Oak

Comments:

Attachments:

Asset Name Surveillance Cameras

Category	Technology	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 42
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

pallet surveillance cameras

Comments:

Attachments:

Asset Name Video Equipment Boxes

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 43
Purchase Price	$0.00	**Acquired Date**	8/14/2015

☑ Active:

Description

4 cardboard boxes

Comments:

Attachments:

Asset Name Desk

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 50
Purchase Price	$0.00	**Acquired Date**	3/30/2015

☑ Active:

Attachments:

Description

white metal 2 drawer wood grain top desk 5 foot x 30 inch
stored temporary for NRRY project

Comments:

Asset Name Lateral File

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 50
Purchase Price	$0.00	**Acquired Date**	3/30/2015

☑ Active:

Attachments:

Description

white 2 drawer horizontal wood grain top file cabinet
3 foot x 19 inch x 29 inch
Stored temporary for NRRY project

Comments:

Asset Name Credenza

Category	Furniture	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 51
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Attachments:

Description

Credenza

Comments:

Asset Name **Artificial Plant**

Category	Other	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 55
Purchase Price	$0.00	**Acquired Date**	3/29/2016

☑ Active:

Description

Aritifical Plant in Wicker Planter

Comments:

Attachments:

Asset Name **Paint Sprayer Part**

Category	Tools	**Manufacturer**	
Condition	(2) Bad	**Model**	
Current Value	$0.00	**Location**	Bin 58
Purchase Price	$0.00	**Acquired Date**	

☑ Active:

Description

Bottom half of paint sprayer

Comments: Pending Comm Approval

Attachments:

Asset Name **Shredder**

Category	Equipment	**Manufacturer**	Fellows
Condition	(2) Bad	**Model**	PowerShred 1208
Current Value	$0.00	**Location**	Bin 66
Purchase Price	$0.00	**Acquired Date**	7/7/2017

☑ Active:

Description

Comments:

Attachments:

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

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

Approve an Amended and Restated Lease Agreement with M & G Resins USA, LLC for a 10 acre Temporary Construction Laydown Area at Rincon Industrial Park, Nueces County, Texas.

SUMMARY: M & G Resin USA, LLC (M&G) representatives are requesting an Amended and Restated Lease Agreement of their current 10 acre Lease Agreement dated June 20, 2017 by and between the Port of Corpus Christi Authority (PCCA) and M & G Resins USA, LLC which is depicted on the attached map.

BACKGROUND: PCCA granted a lease to M&G on June 20, 2017 for a 10 acre laydown yard located in the Rincon Industrial Park (Rincon). M&G has continued to utilize the leased premises, but in an effort to plan for future growth at Rincon, staff and M&G agreed to the Amended and Restated Lease Agreement which entitles either Party to terminate the lease by giving the other Party thirty (30) days prior written notice of such termination.

ALTERNATIVES: Do not approve an Amended and Restated Lease Agreement with M & G Resins USA, LLC.

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

EMERGENCY: N/A

FINANCIAL IMPACT: $150,000.00 during term of the Lease Agreement

STAFF RECOMMENDATION: Staff recommends approval of the Amended and Restated Lease Agreement with M & G Resins USA, LLC for a 10 acre temporary construction laydown area in the Rincon Industrial Park.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Approve an Amended and Restated Lease Agreement

Approve a Lease Agreement with M & G Resins USA, LLC for a 10 acre Temporary Construction Laydown Area at Rincon Industrial Park Through April 17, 2018

Generated by Port of Corpus Christi Real Estate Department

M & G Resins USA, LLC
10 Acre Temporary Construction Laydown Yard At Rincon Industrial Park

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

State Plane NAD 1983 South Zone FIPS 4205

Not To Scale

AMENDED AND RESTATED LEASE AGREEMENT

WHEREAS, pursuant to a lease agreement dated April 18, 2017 (the "Original Lease Agreement") the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, (hereinafter called "Authority") leased a 10 acre tract of land to **M & G RESINS USA, LLC,** a Delaware limited liability company, (hereinafter called ("Lessee").

WHEREAS, Authority and Lessee desire to amend and restate the Original Lease Agreement in its entirety.

NOW THEREFORE, Authority and Lessee hereby amend and restate the Lease Agreement in its entirety as follows:

This **AMENDED AND RESTATED LEASE AGREEMENT** (the "Lease Agreement") is dated this 20th day of June, 2017, but is effective as of 18th day of April, 2017 and is by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (hereinafter called "Authority"), and **M & G RESINS USA, LLC,** a Delaware limited liability company with a permit to do business in Texas, whose principal address is 555 N. Carancahua, Suite 800, Corpus Christi, Texas 78401, (hereinafter called "Lessee"). Authority and Lessee shall be hereinafter jointly referred to as the "Parties" or individually to as the "Party".

ARTICLE I
LEASED PREMISES

A. Description and Term: Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee that certain real property situated in Nueces County, Texas, being a 10.0 acre tract, more or less, depicted on the drawing labeled "**Exhibit A"** attached hereto and incorporated herein by reference (hereinafter the "Leased Premises"), **TO HAVE AND TO HOLD** the Leased Premises for a term (the "Primary Term") of twelve (12) months, beginning the 18th day of April, 2017 (the "Effective Date"), and terminating at midnight, Central Time on the 17th day of April, 2018, unless sooner terminated. Upon the expiration of the Primary Term this Lease Agreement shall be extended on a month to month basis (the "Month to Month Term") upon the approval of the Authority, not to exceed an additional 6 months, beginning on the 18th Day of April, 2018, during which period either Party shall be entitled to terminate the lease by giving the other Party thirty (30) days prior written notice of such termination. Notwithstanding the foregoing, a Party not then in default hereunder, may terminate this Lease Agreement at any time during the Primary Term and/or the Month to Month Term by giving the other Party thirty (30) days prior written notice of its election to terminate this Lease Agreement.

B. Holding Over: In the event of any holding over by Lessee beyond the Primary Term or the Month to Month Term of this Lease Agreement without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay 2.0 times the monthly rent being charged Lessee in the month prior to the commencement of Lessee's holding over, and Lessee will be subject to all other terms of this Lease Agreement insofar as the same are applicable to a tenant at sufferance. Nothing is

this Section shall be construed to give Lessee the right to holdover after the termination of this Lease.

C. **Termination Without Cause:** Either party hereto may terminate this lease agreement without cause upon thirty (30) days written notice to the other, beginning on the 20th day of June, 2017.

D. Assignment: Lessee may not assign this Lease Agreement in whole or in part or any interest therein nor sublet the Leased Premises or any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Authority.

ARTICLE II
RENT AND UTILITIES

A. Rent: Lessee agrees to pay to Authority at its offices in Corpus Christi, Nueces County, Texas, Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00) per month during the Term of this Lease. The first monthly installment of rent hereunder is due and payable on or before the 10th day after the Effective Date. Rent for any fractional month at the beginning or end of the Term will be prorated on a per-day basis. Each monthly installment of rent is due and payable on or before the first day of each succeeding month thereafter at the offices of Authority in Corpus Christi, Nueces County, Texas. If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is greater, from the date payment was due until the date payment is made. Authority may also impose a late charge of Twenty-Five Dollars ($25.00) or five percent (5%) of the unpaid amount, whichever is greater, to defray Authority's administrative costs incurred as a result of Lessee's failure to timely make such payment or payments, the amount of such costs not being readily ascertainable. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's other remedies in any manner. Failure to pay such interest or late charge within thirty (30) days after written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by cashier's check, money order or wire transfer. For purposes of this Section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due; provided, however, an adjustment payment made by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein. Rent must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset.

This is a net Lease. Authority shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease unless provided for in this Lease Agreement or the financing, ownership, construction, reconstruction, maintenance, operation, or repair of the Leased Premises or the improvements thereon

B. **Utilities:** In addition to the rent described hereinabove, Lessee agrees to pay when due all charges it contracts for (a) water, gas, electricity, and other utilities, (b) garbage service, (c) security or guard services, or (d) railroad services in connection with the Leased Premises.

ARTICLE III
USE OF PREMISES

A. **Use:** The Leased Premises may be used for the following purposes, and for no other purpose, unless written permission for other use is obtained from Authority:

> For the storage of components as follows: structural steel, instrumentation, piping, and hardware materials; light fabrication; and employee and contractor temporary offices and parking.
>
> Access – Ingress and egress to the Leased Premises shall be confined to a single driveway not to exceed sixty (60) feet in width connecting the Leased Premises to Rincon Road as depicted on Exhibit A. Lessee shall, at Lessee's expense, construct all necessary improvements to the access driveway to make it suitable for Lessee's intended use and to protect the pipelines, utility lines and drainage ditches located along the west side of Rincon Road. Upon termination of this lease agreement the access driveway shall, at the option of Authority, either be removed and the surface restored to the condition existing prior to construction of the driveway, or left in place.

In its use of the Leased Premises, Lessee will not violate any applicable and enforceable restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, or any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters.

B. **Hazardous Use:** No hazard may be created or allowed to continue on the Leased Premises that will increase the insurance rate of Authority or of other lessees of Authority whose properties are adjacent to the Leased Premises.

Lessee's occupancy, operation and/or use of the Leased Premises shall not violate any applicable city, state or federal laws or regulations pertaining to the storage, disposal, use or release of environmentally hazardous substances ("Hazardous Materials") as defined by any applicable city, state or federal law or regulation, and must comply with Authority's Tariffs, Rules and Regulations and the Port of Corpus Christi Authority's Design and Construction Guidelines set forth in Authority's Real Estate Manual.

Lessee will cooperate with the Authority's Tenant Audit Program (the "Program"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with applicable local, state, and federal laws, rules and regulations, this Lease Agreement, and Authority's Tariffs, Rules, and Regulations. Through the

Program they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at least one time during the Primary Term of this lease and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this Lease Agreement or the tariff have been observed, then Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

Lessee must clean up, remove, remediate and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under, or about the Leased Premises during occupancy of the Leased Premises in conformance with the requirements of applicable law. Lessee shall immediately give Authority written notice of any suspected breach of this paragraph, upon learning of the presence or any release of any Hazardous Materials, or upon receiving any notice from governmental agencies pertaining to Hazardous Materials which may affect the Leased Premises.

The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this lease for a period of two (2) months and thereafter automatically terminate and be null and void for all purposes.

Lessee shall not bring or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or toxic materials except for commercially reasonable amounts of materials used in the ordinary course of Lessee's business, nor commit or permit to remain any waste or damage to the Leased Premises

C. Exclusive Possession: Subject to paragraph D, below, Lessee shall have exclusive possession of the Leased Premises during the Primary Term and any Month-to-Month of this Lease Agreement.

D. Use by Authority: Authority reserves the right to use any streets or roadways on the Leased Premises. Authority further reserves the right to use as much of the Leased Premises as is necessary to perform surveying, environmental testing and other assessments on the Leased Premises, including without limitation environmental assessments and soil borings, and to lay mains for gas, water or sewers on the Leased Premises, to place poles and necessary wires and attachments for electricity or for telephone and fiber optic lines over and across any part of the Leased Premises, and to lay, or grant easements or rights of way to other parties for the laying of, pipelines for oil, petroleum, petroleum products, fiber optics and any other products over, under and upon the Leased Premises (collectively, the "Authority Uses"); provided, however, that the same shall not unreasonably interfere with Lessee's use of the Leased Premises. Authority has the right to use third parties for the performance of the rights reserved to Authority in this Article subject to Lessee's reasonable approval. Authority shall coordinate its use of the Leased Premises with Lessee.

ARTICLE IV
CONDITION OF PREMISES AND MAINTENANCE

A. Lessee's Inspection: Lessee has inspected the Leased Premises, including all improvements, fixtures, equipment and personal property situated on the Leased Premises and has conducted any environmental assessment it desired and on the date of this Lease Agreement accepts the Leased Premises As Is, Where Is, and in the condition it existed on that date, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that A**uthority has made no express warranties with regard to the premises and to the maximum extent permitted by applicable law, Authority hereby disclaims, and lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for lessee's purpose. Lessee shall not be responsible for any contamination or pollution of the Leased Premises which was caused by a party other than Lessee prior to the date of this Lease.**

B. Authority's Inspection: Authority's agents, representatives, or employees may enter the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this Lease Agreement, for purposes of maintaining, repairing, or altering the Leased Premises, or for the purpose of showing the Leased Premises to prospective lessees.

C. Maintenance: Lessee will, throughout the Term, at its own expense and risk, maintain the Leased Premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required and so as not to cause material depreciation in the value of the Leased Premises (excepting real estate market fluctuations that occur from time to time).

If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth above, within a reasonable time after notice from Authority of the need for repair, replacement, or maintenance, Authority may enter the Leased Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. Upon Authority's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this Section, Lessee must immediately reimburse Authority for the costs incurred by Authority pursuant to this Section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Authority.

At the expiration of the Term or any renewals or extensions thereof, or earlier termination or the lease, Lessee will surrender the Leased Premises in good order and repair except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal made by Lessee pursuant to its obligations under this Lease Agreement.

D. Alterations: All alterations or improvements made, placed, or constructed on the Leased Premises by Lessee after the date of this Lease Agreement will be at the sole cost and expense of Lessee. Lessee must construct and install Lessee's improvements in a good and

workmanlike manner. New or additional improvements may not be constructed nearer than 8.5 feet to the centerline of any existing or proposed railroad track on or adjacent to the Leased Premises.

Lessee must submit to Authority plans for any proposed buildings, drainage or improvements of any kind on the Leased Premises, or any alterations or additions to existing buildings or improvements (collectively, the "Plans"), and the Plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of work on the same, which approval shall not be unreasonably denied, delayed or conditioned.

Lessee, in any contract for the construction of improvements to the Leased Premises ("Lessee Construction Contract"), will have its contractor and a corporate surety, approved by the state of Texas, execute separate performance and payment bonds, each in the sum of 100% of the accepted contract price ("Lessee Construction Contract Price") set forth in the Lessee Construction Contract. Performance bonds must be conditioned on the faithful performance of the work in accordance with the plans specifications, and contract documents. Performance and Payment Bonds must be executed by a surety meeting the requirements of §2253.021(d) of the Texas Government Code; and must name Authority as a co-obligee. However, if the Lessee Construction Contract Price is less than $100,000 then no performance bond will be required; and if the Lessee Construction Contract Price is less than $25,000 a Payment Bond will not be required. In the event a contract amendment increases the Lessee Construction Contract Price to an amount in excess of $100,000, then a performance bond, meeting the requirements set forth above, will be required from that point forward; In the event a contract amendment increases the Lessee Construction Contract Price to an amount in excess of $25,000, then a payment bond, meeting the requirements set forth above, will be required from that point forward. Lessee shall provide Authority prior to any construction all performance and payment bonds required hereunder. IT IS THE INTENT OF AUTHORITY AND LESSEE THAT NOTHING CONTAINED IN THIS LEASE SHALL (1) BE CONSTRUED AS A WAIVER OF AUTHORITY'S LEGAL IMMUNITY AGAINST MECHANIC'S LIENS ON AUTHORITY PROPERTY AND/OR ITS CONSTITUTIONAL AND STATUTORY RIGHTS AGAINST MECHANICS LIENS ON AUTHORITY PROPERTY, INCLUDING THE LEASED PREMISES, OR (2) BE CONSTRUED AS CONSTITUTING THE EXPRESS OR IMPLIED CONSENT OR PERMISSION OF AUTHORITY FOR THE PERFORMANCE OF ANY LABOR OR SERVICES FOR, OR THE FURNISHING OF ANY MATERIALS TO LESSEE THAT WOULD GIVE RISE TO ANY MECHANIC'S LIEN AGAINST AUTHORITY'S INTEREST IN THE LEASED PREMISES, OR ANY PROPERTY OF AUTHORITY OR IMPOSING ANY LIABILITY ON AUTHORITY FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT.

Copies of all permits for work in navigable waters related to the Leased Premises issued to Grantee by the Department of Army or any other federal, state or other governmental agency shall be filed with Authority.

No approval of designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that such designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed building or other improvements constructed on the Leased Premises. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Lessee of its obligation to construct the building in a workmanlike manner. **Lessee will defend, indemnify, and hold harmless Authority from and against any lawsuits,**

actions, causes of action or claims arising out of Authority's approval of any designs, site plans, plans, specifications or other matters relating to the Leased Premises.

At the expiration or earlier termination of this Lease Agreement, all alterations, additions or improvements upon the Leased Premises made by Lessee, shall, absent any agreement between Authority and Lessee to the contrary at the time of installation, or unless Authority otherwise elects, which election shall be made by giving a notice in writing (a) not less than fifteen (15) days prior to the expiration of this Lease Agreement, or (b) not more than fifteen (15) days following any termination of this Lease Agreement other than by expiration, become the property of Authority and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the Primary Term or the Month to Month Term. In the event Authority notifies Lessee to remove any or all of the alterations, additions or improvements made by Lessee, Lessee shall do so and shall repair any damage caused by such removal, all within forty-five (45) days after the date of expiration or termination of this Lease Agreement.

E. Signs: Lessee shall not place any signs at or on the Leased Premises, nor paint any signs on any building on the Leased Premises unless first approved by the Director of Engineering Services of Authority in writing, which approval shall not be unreasonably denied, delayed or conditioned.

ARTICLE V
INSURANCE

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

1. Property insurance coverage on the buildings, improvements and betterments situated on the Leased Premises against Direct Physical Loss and against loss or damage by any other risk, now and from time to time insured against by "special form" (formerly "all risk") property insurance and in builder's risk completed value form during substantial construction of improvements (including malicious mischief and vandalism)in amounts sufficient to provide coverage for 100% of the Insurable Value of such buildings, improvements and betterments situated on the Lease Premises. In addition, Lessee will carry flood insurance on each of the buildings, improvements and betterments situated on the Leased Premises with the maximum policy limits permitted under such flood insurance. Lessee is responsible for insuring its personal property on the Leased Premises. "Insurable Value" means replacement cost;

2. For all its employees engaged in performing work, workers' compensation, and employer's liability insurance with policy limits of at least $500,000.00 per accident, or such similar insurance which is in accordance with state and federal law and regulations applicable to said employees; and

3. Commercial General Liability insurance coverage with policy limits, of at least $1,000,000.00 per occurrence and $2,000,000.00 general aggregate at this location, and endorsed to provide contractual liability coverage and Time Element Pollution coverage.

4. Business Auto Liability insurance coverage for all owned and non-owned vehicles, with a policy limit of $1,000,000.00 (Combined Single Limit.); and

5. Umbrella liability insurance with limits of not less than $5,000,000.00 (over and above the underlying primary CGL coverage) is required.

6. Pollution Legal Liability including cleanup and defense costs for premises, and operations, including pollution of any body of water, with limits of not less than $5,000,000.00 per occurrence.

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 Attention: Risk Program Manager, prior to Lessee taking possession or occupancy of the Leased Premises, as proof of the insurance required of Lessee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be approved by, and on file with, the Texas Insurance Commission; and, in addition the text of the certificates must be approved by Authority which approval shall not be unreasonably denied, delayed, or conditioned. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and employer's liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Attention: Risk Program Manager, and (c) 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 Lessee are primary coverage and the Authority Insurance is non-contributory.

Lessee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any 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 Lease Agreement without any liability to Lessee. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

Lessee waives every claim which arises or may arise in its favor against Authority during the term of this lease or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance

policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties hereto. Lessee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Lease Agreement written notice of the terms of the waiver set forth in this Article, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Lessee 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.

ARTICLE VI
INDEMNITY AND WAIVER

A. As used in this Article VI, each of the following terms shall have the meanings set forth in this Article VIA:

(1) "Claims" means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements, and expenses [including court costs, attorney's fees (including attorney's fees in defending and/or settling a Claim and attorney's fees to collect on this Indemnity), costs of investigation, and expert witnesses] of any nature, kind or description by, through, or of any person or entity.

(2) "Defend" means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.

(3) "Indemnify" means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(4) "Indemnified Persons" means the Authority, its Port Commissioners, directors, managers, employees and agents.

(5) "Lessee Parties" means the Lessee, its agents, contractors, employees, owners, invitees, or licensees.

(6) "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

B. Subject to the terms of this Article VI, Lessee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the "Indemnified Claims"):

(1) the conduct of Lessee's business on the Leased Premises;

(2) Lessee's breach of this Lease Agreement;

(3) any property loss or damage occurring in, on, or about the Leased Premises or relating to the condition, use or occupancy of the Leased Premises;

(4) any bodily or personal injury, sickness, disease, and/or death (including the bodily or personal injury and/or death of any employee of an Indemnified Person or a Lessee Party) occurring in, on, or about the Leased Premises or relating to the condition, use of occupancy of the Leased Premises; or

(5) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing, of or by any Lessee Party, including the sole, joint, concurrent, or comparative negligence of any Lessee Party in connection with or pertaining to this Lease Agreement.

C. The Indemnities, Waivers and obligation to Defend in this Article VI shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Indemnified Persons, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Indemnified Persons, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Indemnified Persons; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against any of the Indemnified Persons was caused by the willful misconduct or sole negligence of such Indemnified Persons.

D. Notwithstanding anything to the contrary contained in this Article VI, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Lessee Parties, then the Lessee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Lessee Parties in contributing to such Indemnified Claim.

E. In claims against any Indemnified Persons by or for an employee of a Lessee Party, the Lessee's indemnification obligation under this Article VI shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against any Indemnified Persons liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Persons or a settlement by the Indemnified Persons, Lessee expressly agrees to reimburse and hold harmless the Indemnified Persons for the damages based on such judgment or settlement as provided in this Article VI.

F. Except as otherwise expressly limited in this Article VI, it is the intent of the parties to this Lease Agreement that all indemnity obligations and liabilities contracted for

in this Lease Agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by any exclusive liability provision of the Texas Workers' Compensation Act. The indemnity contained in this Article VI applies, without limitation, to any violation of any law, rules or regulations referred to in Article III in effect during the Term of this Lease Agreement, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the Term of this Lease Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any law, rules or regulations referred to in Article III at the time of its existence or occurrence.

G. If any action or proceeding is brought against any Indemnified Persons by reason of any Indemnified Claim described in this Article VI, the Indemnified Persons will be represented by their general counsel, or another attorney selected by the Indemnified Persons and approved by Lessee, which approval will not be unreasonably withheld.

H. If Lessee should fail or refuse, after written notice to Lessee that the Indemnified Persons intend to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Persons may settle with the claimant without prejudice to the Indemnified Persons' indemnity rights set forth herein, and a settlement after such notice to Lessee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Lessee and the Indemnified Persons, which settlement may later be apportioned between Indemnified Persons and Lessee.

I. Lessee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage.

J. To the fullest extent provided by this Article VI, Lessee hereby Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims.

ARTICLE VII
DEFAULT

If for ten (10) calendar days after service by mail or otherwise to Lessee by Authority of written notice of a breach or default by Lessee under any provision of this Lease Agreement, the Lessee does not or shall neglect or fail to comply with or remedy such breach or default, or if the said breach or default complained of shall be of such a nature that the same cannot be completely remedied or cured within such ten (10) day period, then such breach or default shall not be an enforceable breach or default against Lessee if Lessee shall have commenced curing such breach or default within such ten (10) day period, and shall with reasonable diligence and in good faith, proceed to remedy the default complained of; or if any proceedings concerning Lessee or the Leased Premises be had in bankruptcy, reorganization, arrangement or receivership, or if any assignment shall be attempted to be made of this Lease Agreement for the benefit of creditors; or if Lessee abandons or vacates a substantial portion of the Leased Premises for fourteen (14)

consecutive days; then in any of said cases or in any similar case which, in the sole judgment of Authority, evidences a serious financial insecurity of Lessee, Authority shall have the rights and remedies that may be provided at law or in equity and the following options:

A. Without terminating this Lease Agreement, Authority may terminate Lessee's right of possession of the Leased Premises under this Lease Agreement by giving Lessee five (5) calendar day's notice of termination of Lessee's right of possession and Lessee's right of possession shall thereupon cease and come to an end and Authority may reenter and take possession of the Leased Premises; provided, however, Authority shall not be required to give such notice prior to the filing of an action of forcible detainer or at common law upon default by Lessee in the payment of rent. Upon entering and taking possession of the Leased Premises, Authority may:

(1) Relet for the account of, or as agent for, Lessee the Leased Premises or any part thereof, to a tenant acceptable to Authority, without terminating this Lease Agreement or working a forfeiture of the rent to be paid, and after receiving the rent therefrom apply the same, first to the payment of all expense the Authority may be put to in recovering possession of the Leased Premises and in reletting same, including but not limited to the costs of renovating, altering and repairing for a new tenant and attorneys' and brokers' fees, and then to the payment of the rent and additional rent payable under this Lease Agreement and to the fulfillment of Lessee's covenants hereunder. Lessee shall be entitled to any balance remaining after subtracting such costs and debts. Authority may at any time after reletting terminate this Lease Agreement for the breach or default on account of which it reentered and relet.

(2) Accelerate the future rent and additional rent due under this Lease Agreement and seek recovery of such rent and additional rent and any other damages provided for in this Lease Agreement, at law or in equity. Authority is entitled to recover future rent and additional rent from Lessee based upon the present value of the rent and additional rent discounted to present value at the rate of 3% per annum for the remainder of the term of the lease reduced by the fair market rental value of the Leased Premises during that period.

B. Terminate this Lease Agreement.

C. Intentionally Deleted.

Any assent, expressed or implied, by the Authority or Lessee to any breach of any agreement, covenant or obligation herein contained shall operate as such only in the specific instance and shall not be construed as an assent or a waiver to any such agreement, covenant or obligation generally or of any subsequent breach thereof. The remedies provided herein or at law or equity shall not be mutually exclusive.

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless and until Authority shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice by Lessee to Authority, properly specifying wherein Authority has failed to perform any such obligation.

Notwithstanding anything in this Lease Agreement herein to the contrary, Authority shall in no event be charged with or liable for any consequential damages, including but not limited to loss of profits or lost business opportunity, suffered by Lessee as a result of Authority's breach of this Lease Agreement or failure to perform any of its obligations under this Lease Agreement.

ARTICLE VIII
GENERAL PROVISIONS

A. No Waiver: The waiver of any breach of any term or condition of this Lease Agreement does not waive any other breach of that term or condition or of any other term or condition.

B. Notice: All payments, notices, demands, or requests from Lessee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All payments, notices, demands, or requests from Authority to Lessee shall be given to Lessee at Attention: Andre Meyer 27610 Huntington Road, Apple Grove, West Virginia 25502 or at such other address as Lessee shall request in writing.

C. Binding Agreement: This agreement binds and inures to the benefit of the parties and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this Lease Agreement.

D. Applicable Law: This Lease Agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this Lease Agreement will be in Nueces County, Texas.

E. Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

F. Amendment: This Lease Agreement, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Lease Agreement. No change, waiver or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

G. Attorneys' Fees: In the event Authority or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and substantially prevails, then the defaulting party agrees to pay the other party's reasonable attorneys' fees so incurred by such other party.

H. Public Disclosure: Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas

Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Lease Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this Lease Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

I. ***Force Majeure*****:** In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time delivering written notice of such *force majeure* to the other party within 10 days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be 60 days.

J. **Floodplain:** Lessee acknowledges that Lessee has been advised by Authority that the Leased Premises is in the FEMA floodplain and that construction of improvements must conform to the laws and regulations applicable to construction of improvements in a floodplain.

K. **Contractual Relationship:** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority.

L. **Mediation:** Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Lease Agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

IN TESTIMONY WHEREOF, this Lease Agreement is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above-mentioned.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

"Authority"

M & G RESINS USA, LLC a Delaware company

By: _____
Name: Jeff Shea
Title: Site Manager

"Lessee"

ATTACHMENT: Exhibit "A"

(Acknowledgements on the next page)

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of June, 2017 by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the 12th day of June, 2017, by JEFFREY M. SHEA, SITE MANAGER of M & G RESINS USA, LLC, a Delaware company, on behalf of said company.

MARY S. KILLOUGH
My Notary ID # 3510356
Expires February 14, 2020

_____
NOTARY PUBLIC, STATE OF TEXAS

480.28 ft
80.34 ft
N: 27.834968
E: -97.389544
phase 1
4.41 acres
40ft swing gate
12x20' door
Rincon Rd
phase 2
5.59 acres
400.16 ft
40.15 ft
607.94 ft
100.06 ft
EXHIBIT A
Mossi & Ghisolfi Logistics, Co.
10 Acre Construction Laydown Yard

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Lynn Angerstein
lynn@pocca.com
(361) 885-6142

Approval for Solicitation by Request for Proposal for FEMA Public Assistance Program Grant Management Services

SUMMARY: Staff is seeking commission approval to solicit proposals from qualified firms to provide FEMA Public Assistance Program Grant Management Services (GMS). The requested services will be used for the preparation and submission of PCCA's FEMA grant applications and the management of such grants.

BACKGROUND: As a governmental entity, PCCA is eligible for FEMA Public Assistance (PA) Program funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121-5207). The Act authorizes the President to issue major disaster and emergency declarations after receiving a request from a state's governor. This declaration allows federal agencies to provide assistance to states overwhelmed by an adverse event, such as a hurricane, fire, flood, or explosion. The PCCA desires to enter into a contract with a qualified and experienced company that possesses the necessary resources and capability of providing FEMA GMS on short notice. The company would serve on a standby and as-needed basis. This experience will allow PCCA to maximize FEMA funding and expedite the process.

ALTERNATIVES: Task current PCCA staff with additional duties.

CONFORMITY TO PORT POLICY: Yes

EMERGENCY: No.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Staff recommends approval to issue a Request for Proposal for FEMA Public Assistance Program Grant Management Services.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein
Legal	Dane Bruun
Senior Staff	Jarl Pedersen
	Dennis J. DeVries
	Sean Strawbridge
	John LaRue

LIST OF SUPPORTING DOCUMENTS: None

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve a Consent to Change of Pipeline Product pursuant to an Amendment of Right of Way Agreement dated April 9, 2013 amending that certain easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation changing the product specified in said easement agreement and said amendment from natural gas to oxygen.

SUMMARY: Staff is requesting approval of a Consent to Change of Pipeline Product pursuant to an Amendment of Right of Way Agreement dated April 9, 2013 amending that certain easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation changing the product specified in said easement agreement and said amendment from natural gas to oxygen.

BACKGROUND: On February 10, 1998, the PCCA became the successor in interest for easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation (HNGC) with the purchase of the 930.28 Acre La Quinta Trade Gateway tract. On April 9, 2013, the PCCA amended the easement agreement to relocate the pipeline into a designated 100' wide pipeline corridor across the La Quinta Trade Gateway tract to allow for industrial development. In addition, the 2013 Amendment granted HNGC the one-time right to change the substance transported through its pipeline from natural gas to one of the following: hydrogen, nitrogen, or oxygen.

ALTERNATIVES: None

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

EMERGENCY: N/A

FINANCIAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval of the consent to change the product specified in said easement agreement and said amendment from natural gas to oxygen.

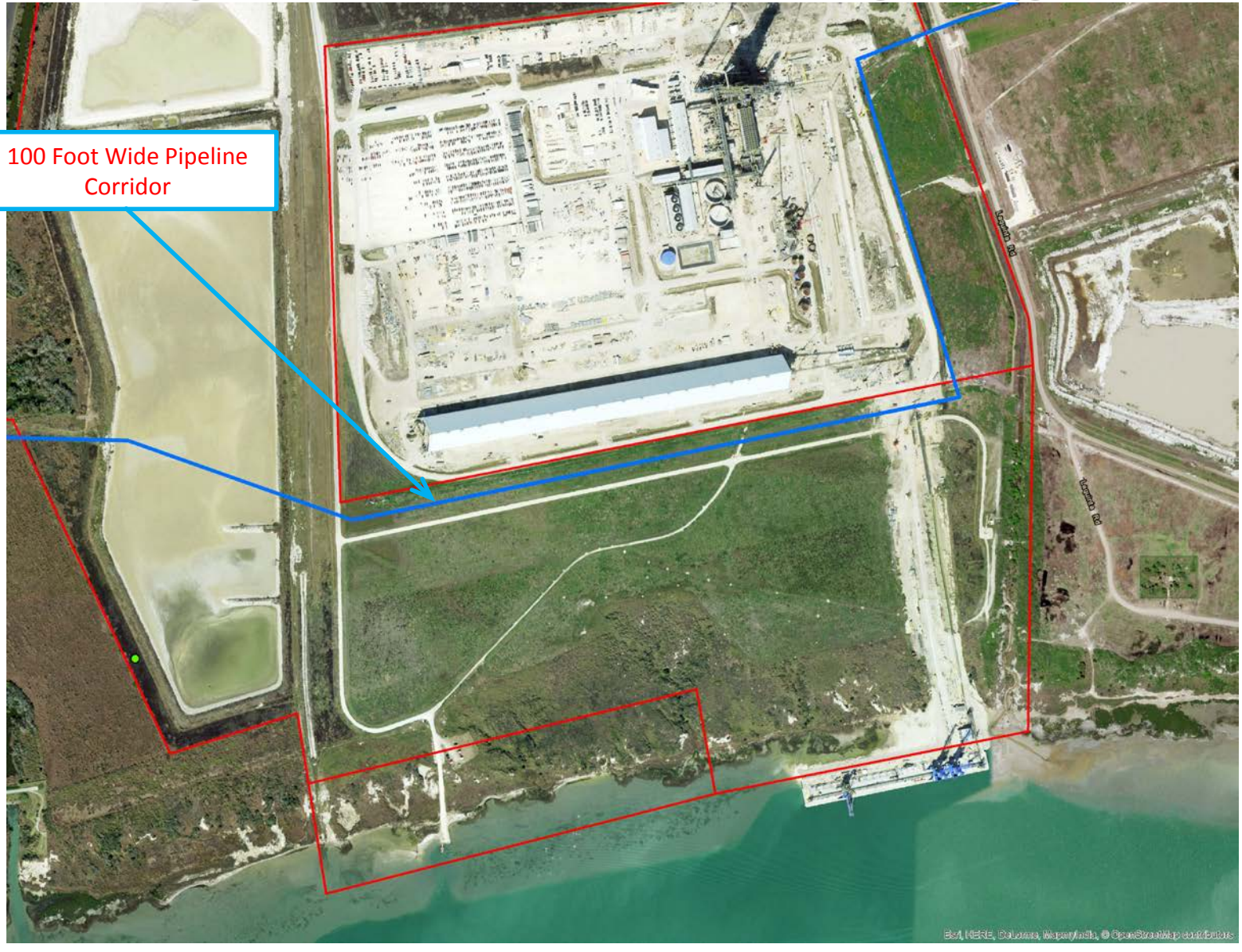
DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Map
Easement Summary
Easement

Approve a Consent to Change of Pipeline Product pursuant to an Amendment of Right of Way Agreement dated April 9, 2013 amending that certain easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation changing the product specified in said easement agreement and said amendment from natural gas to oxygen.



CONSENT TO CHANGE OF PIPELINE PRODUCT

STATE OF TEXAS §
§
COUNTY OF SAN PATRICIO §

This Consent to Change of Pipeline Product ("Consent") is given by the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("Authority") to Houston Pipe Line Company LP**,** a Delaware limited partnership ("HPL").

RECITALS

WHEREAS, the Authority is the successor in interest to the Grantor and HPL is the successor in interest to the Grantee of the natural gas pipeline easement entitled Memorandum Agreement dated August 30, 1951 by and between E.N. Tutt, et al as Independent Executors and Trustees of the Estate of Joseph F. Green, Deceased and Houston Natural Gas Corporation, recorded in Vol. 172, Pg. 281 of the Deed Records of San Patricio County, Texas (the "Memorandum Agreement");

WHEREAS, Authority and HPL on April 9, 2013 amended the Memorandum Agreement pursuant to that certain Amendment of Right of Way Agreement (hereinafter the "First Amendment") dated April 9, 2013, recorded under document number 627554 of the Official Records of San Patricio County, Texas. The Memorandum of Agreement, as so amended, shall hereinafter be referred to as the "Amended Memorandum Agreement";

WHEREAS, paragraph 3 of the First Amendment provides:

> 3. For a period of five years from the Amendment Date, upon the express written consent of the Authority, which consent may not be unreasonably withheld, HPL shall have a one-time right to change the substance to be transported through its pipeline across the Property from natural gas to one of the following gases: hydrogen, nitrogen, or oxygen.

WHEREAS, HPL has timely elected exercise its one time right; and pursuant to paragraph 3 of the First Amendment has requested that Authority give its written consent to change the substance (the "Pipeline Product") that may be transported through HPL's pipeline from natural gas to oxygen gas;

WHEREAS, the Authority is willing to consent to HPL's request;

NOW THEREFORE, in accordance with the terms of the Amended Memorandum Agreement, Authority hereby consents to HPL's request to change the Pipeline Product that may be transported through HPL's pipeline across the Property from natural gas to oxygen gas. The

term “Property” as used herein shall have the meaning assigned by the Amended Memorandum Agreement.

EXECUTED in this the ____ day of October 2017.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve an Easement Agreement with the Texas Department of Transportation for 0.0159 -Acres (693 sq. ft.) of Right-of-Way associated with the US-181 Harbor Bridge Replacement Project.

SUMMARY: Staff is requesting approval of an Easement Agreement with the Texas Department of Transportation (TxDOT) for 0.0159 -Acres (693 sq. ft.) of Right-of-Way (ROW) associated with the US-181 Harbor Bridge Replacement Project, as depicted on the attached map.

BACKGROUND: On September 15, 2015, the Port Commission approved a resolution to enter into a Right-of-Way and Construction Access Agreement with TxDOT associated with the US-181 Harbor Bridge Replacement Project. The ROW Easement defined the limits for the bridge through and over PCCA property.

On September 9, 2016, the PCCA acquired ±5.04 Acres from the Pope Trust in the Brooklyn Addition on the north side of the Inner Harbor. To complete the ROW on PCCA property for the bridge project TxDOT requires a 0.0159 -Acre (693 sq. ft.) tract acquired from the Pope Trust. The New Easement Agreement includes reversionary language that returns the ROW to the PCCA should the bridge not be constructed or when the bridge is replaced or no longer in use.

ALTERNATIVES: None

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

EMERGENCY: N/A

FINANCIAL IMPACT: None

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

STAFF RECOMMENDATION: Staff recommends approval of the Easement Agreement with the Texas Department of Transportation for 0.0159 -Acres (693 sq. ft.) of ROW associated the US-181 Harbor Bridge Replacement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich Brett Flint, P.E.
Legal	Bruce Hawn
Senior Staff	John P. LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map
Easement

Approve an Easement Agreement with the Texas Department of Transportation for 0.0159 -Acres (693 sq. ft.) of Right-of-Way associated with the US-181 Harbor Bridge Replacement Project.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

RIGHT OF WAY EASEMENT

STATE OF TEXAS	**§**	**ROW CSJ:** 0101-06-109
	§	
COUNTY OF NUECES	**§**	

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203 and 224 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Port of Corpus Christi Authority of the County of Nueces, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars ($ 10.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas an easement for highway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a highway facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Nueces County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes. This Easement shall remain in effect until such time as the Highway Facility, or a portion thereof, constructed thereon is deemed to be obsolete by the State of Texas; is abandoned, or re-constructed at a different location; or, other circumstance exist wherein the Highway Facility is no longer in use. When this Easement terminates in its entirety or with respect to only a portion of the Right-of-Way, the State of Texas, shall remove or cause to be removed, the Highway Facility, or portion thereof that is no longer in use along with related structures, appurtenances and utilities and restore, or cause to be restored, the Right-of-Way, or portion thereof no longer is use, to a like condition as exists at the time of granting of this Easement; provided no improvements existing on the date of this Easement will need to be restored. The State of Texas shall complete such removal and restoration or cause the same to be completed at no cost to the Grantors. The Right-of-Way, or portion thereof, no longer used by the State of Texas for the Highway Facility, shall revert, with associated rights transferred herein, to Grantors. Further, should the State of Texas not commence construction of the Highway Facility within boundaries of the Easement for a period of two

years after the initial conveyance, the Easement shall terminate and the Right-of-Way shall revert, with associated rights transferred herein, to the Grantors unless the Grantors and State of Texas agree, in writing, to extend the time for commencement of construction.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A;" SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located upon the aforesaid property, to wit: NONE .

It is hereby understood and by the acceptance of this instrument it is recognized that Grantors retain title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the property described in said Exhibit "A," and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

Grantors hereby acknowledge that their use of and access to the state highway facilities (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land included in the easement area and described above and hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the easement herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said easement herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 17th day of October, 2017.

_____ _____

John P. LaRue
Port of Corpus Christi Authority

_____ _____

Acknowledgement

State of Texas
County of Nueces

This instrument was acknowledged before me on _____
_____by_____.

_____
Notary Public's Signature

Acknowledgment

State of Texas
County of Nueces

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

_____
Notary Public's Signature

EXHIBIT "A"

Highway: US 181
County: Nueces
RCSJ: 0101-06-109
Station 1062+12.02 to Station 1063+45.52

Date: 10-23-2014

Description for Parcel 126

BEING A 0.0159 OF AN ACRE (693 SQ.FT.) TRACT OF LAND, MORE OR LESS OUT OF THE RINCON DEL OSO ORIGINAL GRANT, (ENRIQUEZ VILLAREAL) ABSTRACT NO. 1, CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, AND BEING OUT OF LOTS TWO (2), FOUR (4) AND SIX (6) OF BLOCK 101 AS SHOWN ON THE SUBDIVISION PLAT OF THE BROOKLYN ADDITION RECORDED IN BOOK A, PAGES 30-32 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS, AND OUT OF A TRACT OF LAND CONVEYED FROM JACK POPE TO WALTER ALLEN POPE, AND ANDREW JACKSON POPE, IV (DREW) (POPE TRUST "A" TRACT) DESCRIBED IN DOCUMENT NUMBER 2000034217 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a set 4" brass disk in concrete, stamped "Texas Department of Transportation R.O.W." (TxDOT Type II monument), (N: 17,188,955.85; E: 1,341,987.01), at the intersection of the proposed northwest Right of Way line of U.S. 181 with existing northwest Right of Way line of U.S. 181 and the southeast line of said Lot 6, for the north corner of the herein described parcel, said point being 116.61 feet right of and at a right angle to the proposed U.S. 181 baseline Engineer's Station 1062+12.02, from said point a set 1/2" iron rod with an orange plastic cap stamped "Bain Medina Bain, Inc." for the east corner of Lot 12, of said Block 101, bears N. 31°37'18" E., 166.95 feet;

1) Thence S. 31°37'18" W., 133.10 feet, with the existing northwest Right of Way line of U.S. 181 and the southeast line of said Pope Trust "A" tract and said Lots 6, 4 and 2, to a point, at the intersection of the existing northwest Right of Way line of U.S. 181 and the northeast Right of Way line of Elm Street for the south corner of said Lot 2, the south corner of said Pope Trust "A" tract and of the herein described parcel;

2) Thence N. 58°21'25" W., 10.42 feet, with the existing northeast Right of Way line of Elm Street, to a set 5/8" iron rod with an Aluminum TxDOT cap**, in the proposed northwest Right of Way line of U.S. 181, said point being 116.17 feet right of and at a right angle to the proposed U.S. 181 baseline Engineer's Station 1063+45.52, for the west corner of the herein described parcel;

3) Thence N. 36°05'50" E., 133.50 feet, leaving the existing northeast Right of Way line of Elm Street with the proposed northwest Right of Way line of the U.S. 181 and crossing said Pope Trust "A" tract and Lots 2, 4 and 6, to the **PLACE OF BEGINNING** and containing 0.0159 of an acre (693 sq. ft.) parcel of land, more or less.

EXHIBIT "A"

Highway: US 181
County: Nueces
RCSJ: 0101-06-109
Station 1062+12.02 to Station 1063+45.52

Date: 10-23-2014

Description for Parcel 126

All bearings and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983(93) (NAD 83(93)), South Zone, with coordinates given in feet. All distances and coordinates shown are Grid.

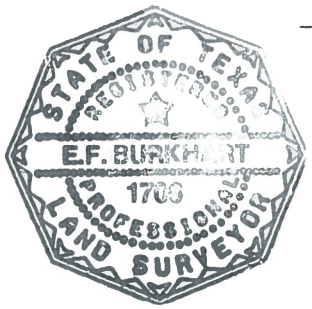
Access to and from the U.S.181 Transportation Facility in areas where access is not specifically denied hereon may be permitted in accordance with Access Management Manual guidelines.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Source of the Stationing is the Texas Highway Department Right of Way Map, U.S. Highway No.181, Nueces County. CSJ:101-06-6 & 7; July, 1946.

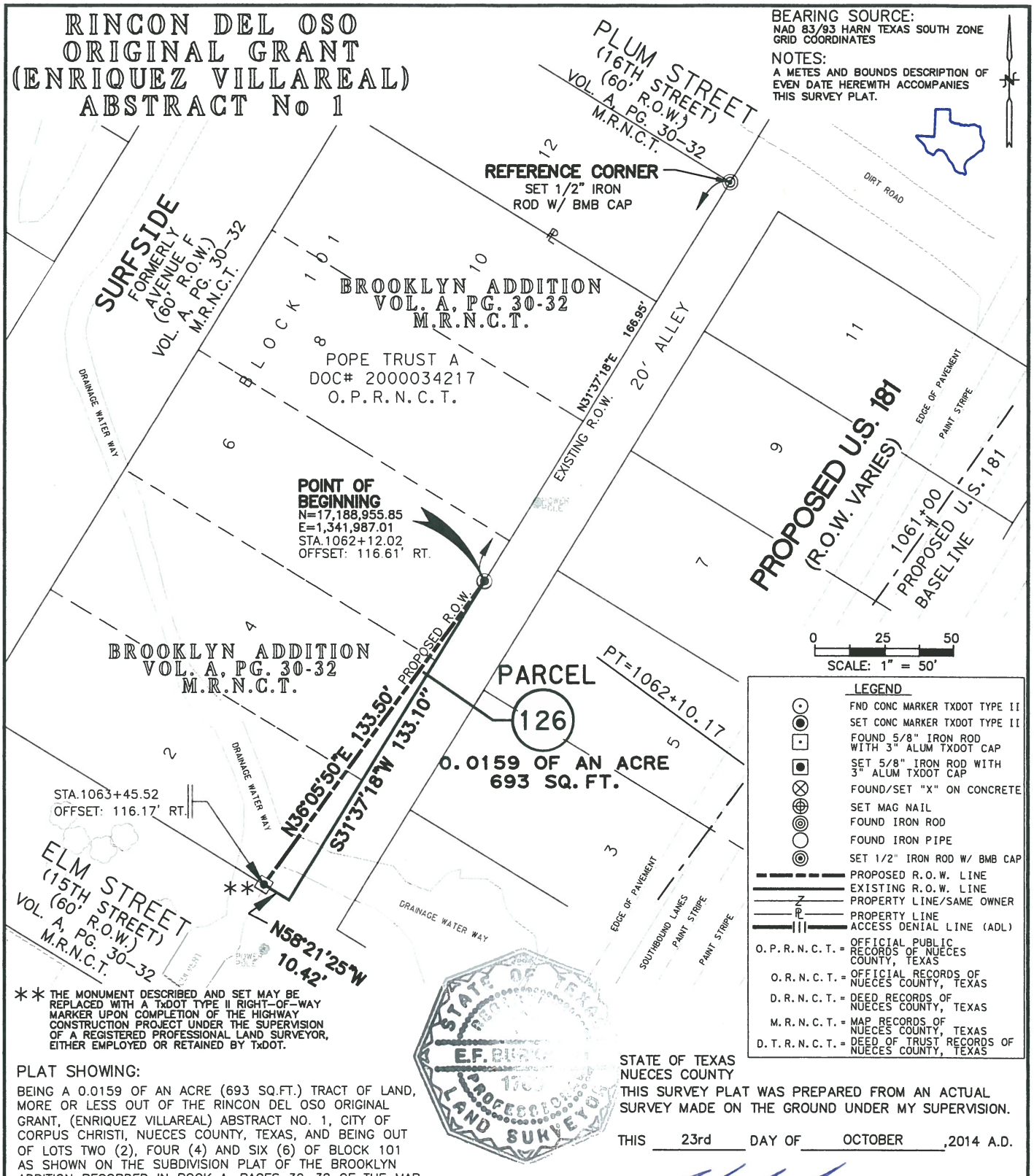
This property description is accompanied by a separate plat of even date.

Surveyed on the ground under my supervision on the 23rd day of October, 2014.



E. F. Burkhart, RPLS 1706
Bain Medina Bain, Inc.
7073 San Pedro
San Antonio, Texas 78216
(210) 494-7223
TBPE NO. F-1712
TBPLSF REG. NO. 100209-00

RINCON DEL OSO ORIGINAL GRANT (ENRIQUEZ VILLAREAL) ABSTRACT No 1



** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

PLAT SHOWING:

BEING A 0.0159 OF AN ACRE (693 SQ.FT.) TRACT OF LAND, MORE OR LESS OUT OF THE RINCON DEL OSO ORIGINAL GRANT, (ENRIQUEZ VILLAREAL) ABSTRACT NO. 1, CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, AND BEING OUT OF LOTS TWO (2), FOUR (4) AND SIX (6) OF BLOCK 101 AS SHOWN ON THE SUBDIVISION PLAT OF THE BROOKLYN ADDITION RECORDED IN BOOK A, PAGES 30-32 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS, AND OUT OF A TRACT OF LAND CONVEYED FROM JACK POPE TO WALTER ALLEN POPE, AND ANDREW JACKSON POPE, IV (DREW) (POPE TRUST "A" TRACT) DESCRIBED IN DOCUMENT NUMBER 2000034217 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS

STATE OF TEXAS
NUECES COUNTY

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

THIS 23rd DAY OF OCTOBER ,2014 A.D.

E.F. BURKHART RPLS# 1706

BAIN MEDINA BAIN
ENGINEERS & SURVEYORS
7073 San Pedro
San Antonio, Texas 78216
210/494-7223
TBPE NO. F-1712
TBPLSF REG. NO. 100209-00

NOTE:
ACCESS TO AND FROM THE U.S. 181 TRANSPORTATION FACILITY IN AREAS WHERE ACCESS IS NOT SPECIFICALLY DENIED HEREON MAY BE PERMITTED IN ACCORDANCE WITH ACCESS MANAGEMENT MANUAL GUIDELINES.

© 2014

TEXAS DEPARTMENT OF TRANSPORTATION

DISTRICT: 16 CORPUS CHRISTI	PLAT OF PARCEL 126	COUNTY: NUECES
CONST.C.S.J. 0101-06-095 R.O.W.C.S.J. 0101-06-109	US 181 - HARBOR BRIDGE	SURVEY DATE: OCT. 23, 2014
OWNER: POPE TRUST A		

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: John Slubar, Manager Docks and Railroad Operations
jslubar@pocca.com
(361) 885-6185

Authorize signature on Private Road Crossing Closure and Removal Agreement between Union Pacific Railroad and Port of Corpus Christi Authority,

SUMMARY: Union Pacific Railroad intends to close an existing private road crossing constructed in 1998. This crossing is no longer needed because existing Joe Fulton International Corridor road provides access in place of this crossing. Union Pacific has offered to compensate the Port costs to upgrade the alternative access, to remove their liability for a public road crossing.

BACKGROUND: The Railroad Crossing to be closed was originally constructed in 1998 to allow Port of Corpus Christi Authority (PCCA) access to the Suntide Dredge Material Placement Area located to the south west of Union Pacific Railroad. The need for the Crossing was due to lack of other roads in the area. The construction of the Joe Fulton International Trade Corridor in 2007 allows the PCCA to access the dredge placement site without use of the Union Pacific Crossing. Union Pacific will close the crossing upon receipt of Private Road Crossing Closure and Removal Agreement and issue the PCCA a check in the sum of $38,716.00 to upgrade the alternate access to an all-weather road.

The railroad crossing is located at Union Pacific Mile Post 140.10 under the Joe Fulton International Trade Corridor overpass.

ALTERNATIVES: There are no alternatives as this is an agreement termination requirement.

CONFORMITY TO PORT POLICY: This supports the efforts of the Strategic Plan (Goal 2: Provide Facilities and Services to Meet Customer Needs) and the associated action plan (Objective 2C: Provide Surface Infrastructure and Services to Support Maritime and Industrial Development.

EMERGENCY: N/A

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

FINANCIAL IMPACT: The Union Pacific will issue payment to PCCA in the sum of $38,716.00 to upgrade the access and terminate further responsibility

STAFF RECOMMENDATION: Staff recommends authorizing signature to Private Road Crossing Closure and Removal Agreement between Union Pacific Railroad and Port of Corpus Christi Authority, acceptance of $38,716.00 from Union Pacific, and upgrading the access to an all-weather road.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Operations
Reviewed By	Kresten Cook John Slubar Steven Ashley
Legal	Jimmy Welder Dane Bruun
Senior Staff	John LaRue Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Private Road Crossing Agreement, September 29, 1998
Private Road Crossing Closure and Removal Agreement
Map Exhibit

PRIVATE ROAD CROSSING
CLOSURE AND REMOVAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this __ day of _____, 2017 ("Effective Date") by and between the **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Union Pacific"), and **PORT OF CORPUS CHRISTI AUTHORITY,** a political subdivision of the State of Texas (the "Port"), to be addressed at 222 Power Street, Corpus Christi, TX 78401.

RECITALS

A. The Port uses an existing at grade private road crossing at Union Pacific Milepost No. 140.10, DOT No. 412007L, on Union Pacific's Subdivision at or near the City of Corpus Christi in Nueces County, State of Texas (the "Crossing") in order to access Port's adjacent property.

B. The Port is willing to relinquish all rights the Port has, or may have, to its use of the Crossing as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between Union Pacific and the Port as follows:

1. For and in consideration of Union Pacific paying the Port a one-time lump sum payment of **THIRTY-EIGHT THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS ($38,716.00)**, within forty-five (45) days after the execution of this Agreement, the Port hereby agrees to relinquish its right to use the Crossing as set forth in this Agreement.

2. Subject to the Port's receipt of $38,716.00 from Union Pacific, the Port hereby relinquishes any and all rights, actual or perceived, now and in the future, to the use of the Crossing or future reinstatement of the Crossing as set forth in that certain Private Road Crossing Agreement, dated September 29, 1998. The Port also gives Union Pacific permission to permanently remove the surface of the Crossing and barricade access to the Crossing at Union Pacific's sole expense. Union Pacific shall not remove or barricade the Crossing until Union Pacific has paid the Port the above payment.

3. The Port confirms and warrants that it has the right to relinquish all rights to the use of the Crossing by it and all other persons and entities as well as all rights to future crossings accessing the same area, and will execute such additional documents as are necessary to fully relinquish such rights.

4. This Agreement is expressly binding on the Port and its successors, assigns or heirs, as the case may be, and also any person or entity claiming the right to use the Crossing.

5. This Agreement contains the entire agreement of the parties. Any change, modification, amendment or alteration of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

_____
Signature

_____
Printed Name

_____
Title

PORT OF CORPUS CHRISTI AUTHORITY
(Federal Tax ID No. Tax ID)

_____
Signature

_____
Printed Name

_____
Title

PROPOSAL

GARRETT
CONSTRUCTION CO

PORT OF CORPUS CHRISTI AUTHORITY ATTN: DAVE MICHAELSEN	Page No. 1 of 1 Pages
	Job Name/No.: RECONSTRUCT SERVICE ROAD FOR RAILROAD
	Location: ADJACENT TO NUECES RIVER BRIDGE ON JOE FULTON CORRIDOR CORPUS CHRISTI, TX
	PHONE: 8856164 DATE: 20-Jul-17 Fax:

We hereby submit specifications and estimates for:

WE PROPOSE TO PROVIDE THE NECESSARY LABOR, EQUIPMENT, MATERIAL AND SUPERVISION TO PERFORM THE FOLLOWING SCOPE OF WORK FOR THE LUMP SUM OF $38,716.00.

(1) MOBILIZATION
(2) PREP EXISTING SERVICE ROAD (2500 LF X 12' W); (SMOOTH, GRADE & COMPACT EXISTING TOP OF ROAD)
(3) INSTALL, COMPACT & GRADE 6" OF LIMESTONE BASE

PROJECT WILL TAKE 5 TO 6 DAYS AND CAN BE DONE WHEN CREW & EQUIPMENT IS AVAILABLE

We propose hereby to furnish material and labor-complete in accordance with these specifications, for the sum of:

THIRTY-EIGHT THOUSAND SEVEN HUNDRED & SIXTEEN **dollars**

Payable as follows: UPON COMPLETION; ADD SALES TAX IF APPLICABLE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Jon A. Garrett

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as above Signature

Date

Signature

Date

P.O. BOX 1028 • INGLESIDE, TEXAS 78362-1028
OFFICE PHONE - (361) 776-7575 • FAX (361) 776-3993

PORT CORPUS CHRISTI

QUOTATION FORM
PROJECT #17-038A

Request for Quotations for: CONSTRUCTION OF ACCESS ROAD

Company Name: J. CARROLL WEAVER INC.

Point of Contact Name: BENNIE VICKERS

Contact Number: 361-364-1569

Scope of work:

- Prep approximately 2500 LF x 12' wide existing road (smooth, grade & compact existing top of road)
- Install, compact and grade 6" of limestone base

The lump sum quotations must include all labor, supervision, equipment, materials, insurance, overhead and profit, etc., to successfully complete the project.

Lump Sum $ 44,000.00

Calendar Days 8 /Days

PORT CORPUS CHRISTI

QUOTATION FORM
PROJECT #17-038A

Request for Quotations for: CONSTRUCTION OF ACCESS ROAD

Company Name: RAM-BRO CONTRACTING, INC.

Point of Contact Name: RICHARD TREVINO

Contact Number: Office: 361-387-2795 Cell: 361-813-4795

Scope of work:

- Prep approximately 2500 LF x 12' wide existing road (smooth, grade & compact existing top of road)
- Install, compact and grade 6" of limestone base

The lump sum quotations must include all labor, supervision, equipment, materials, insurance, overhead and profit, etc., to successfully complete the project.

Lump Sum $ 38,000.00

Calendar Days 7 /Days

PRX 880805
Standard Form Approved, AVP-Law

Folder No.: 1728-13

Agreement Number 207202

PRIVATE ROAD CROSSING AGREEMENT

Mile Post 140.10, Corpus Christi Subdivision
Location: Corpus Christi, Nueces County, Texas

THIS AGREEMENT is made this 27th day of September, 1998, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at 1800 Farnam Street, Omaha, Nebraska 68102 (hereinafter "Licensor"), and **PORT OF CORPUS CHRISTI AUTHORITY**, a Political Subdivision of the State of Texas whose address is 222 Power Street, Corpus Christi, Texas 78401 (hereinafter "Licensee").

RECITALS:

The Licensee desires the construction, maintenance and use of a new private road crossing (hereinafter "Road Crossing"), consisting of 24 foot wide timber private road crossing and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs or identification signs, drainage facilities, on, over, and across the Licensor's right-of-way on the Corpus Christi Subdivision trackage at Mile Post 140.10, at or near Corpus Christi, Nueces County, Texas, in the location shown on the attached print marked Exhibit A.

The Licensor is willing to grant the Licensee the right to cross its right-of-way and tracks at the location shown on Exhibit A subject to the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. LICENSOR GRANTS RIGHT

The Licensor grants the Licensee the right to cross its right-of-way and tracks at the location shown on Exhibit A subject to the terms set forth herein and in the attached Exhibit B, together with the right of entry to control and remove from the Licensor's right-of-way, on each side of the Road Crossing, weeds and vegetation which may obstruct the view of motorists approaching the crossing area to any trains that may also be approaching the crossing area.

ARTICLE 2. CONSIDERATION

a). In consideration of the license and permission granted herein, the Licensee agrees to observe and abide by the terms and conditions of this Agreement and to pay to the Licensor an annual license fee of **ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00)** upon the execution of this Agreement.

b). The Licensee agrees to pay to the Licensor an administrative handling fee in the amount of **FIVE HUNDRED DOLLARS ($500.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

c). Effective on the first anniversary of this Agreement and on the anniversary date of each subsequent one-year period, the license fee will be increased at a rate of three percent (3%) per annum. Such changes in the license fee may be made by means of an automatic adjustment in billing.

d). Effective on or after the fifth anniversary of this Agreement and on or after the anniversary date of each subsequent five-year period, the Licensor may reevaluate the base upon which the above license fee is computed. Such changes in the license fee may be made by means of automatic adjustment in billing. Such adjustments may be made only once during each such five-year period and shall not be applied retroactively.

PERMANENT RECORD

ARTICLE 3. CONSTRUCTION OF ROAD CROSSING

a). The Licensor will furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail and will furnish and install the stop signs and identification signs on each side of the crossing and raise, or cause to be raised, any interfering wireline of Licensor at a cost to the Licensee of **$19,996.00**.

b). The Licensee, at its own expense, will construct and perform grading and surfacing work for the remaining portion of the Road Crossing and install any and all appurtenant gates, cattle guards, drainage facilities, traffic signs, or traffic devices shown on Exhibit A. The construction work shall be done to the satisfaction of the Licensor.

c). The Licensee agrees to notify the Railroad's representative at least 48 hours in advance of commencing any work in which any person or equipment will be within 25 feet of any track.

ARTICLE 4. IF WORK IS TO BE PERFORMED BY CONTRACTOR

If a contractor is to do any of the work performed on the Road Crossing (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

ARTICLE 5. LIABILITY INSURANCE

a). The Licensee shall provide the Licensor with a certificate issued by the insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this agreement in a policy which contains the following type endorsement:

> "Union Pacific Railroad is named as additional insured with respect to all liabilities arising out of Insured's (as Licensee) construction, maintenance and use of the road crossing on Licensor's property."

Licensee WARRANTS that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/ broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

b). All insurance correspondence shall be directed to: Union Pacific Railroad Company, 1800 Farnam Street, Omaha, Nebraska 68102, with reference to Folder No. 1728-13.

ARTICLE 6. INSTALLATION OF GATE; FLAGGING PROTECTION.

A. Licensee, at Licensee's sole cost and expense, shall construct a cable barricade or gate (hereinafter "gate") at ~~both~~ the Private Crossing~~s referenced in Article 6A;~~ which shall be kept locked except when Licensee is passing over crossing under the terms of this agreement. Licensor and other Private Road Crossing Licensee(s) shall be permitted to affix its lock on the gate and use Road Crossing. The use of said gate may cease after flashing lights and gates have been installed at Road Crossing.

WITH A GROSS VEHICLE WEIGHT EXCEEDING 80,000 lbs

JPL

B. The crossing shall not be used with any ~~heavier~~ vehicle or equipment unless and until a railroad flagman is provided to watch for trains. All expenses connected with the furnishing of said flagman shall be at the sole cost and expense of the Licensee, who shall promptly pay to Licensor all charges connected therewith within

30 days after presentation of a bill therefore.

C. The rate of pay per hour for each man will be the prevailing hourly rate in effect for an eight-hour day for the class of men used during regularly assigned hours and overtime in accordance with labor Agreements and schedules in effect at the time the work is performed. The current hourly rate of pay for Assistant Track Foreman is currently approximately $15.85. In addition to the cost of such labor, a composite charge of 129.62% for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, employee liability and property damage and administration will be included, computed on actual payroll. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times the current hourly rate is paid for holidays.

D. Wage rates are subject to change, at any time, by law or by agreement between the Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Licensee shall pay on the basis of the new rates and charges.

E. Reimbursement to the Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless he can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work for which the Licensor is required to pay the flagman and which could not reasonably be avoided by the Licensor by assignment of such flagman to other work, even though the Licensee may not be working during such time.

F. Arrangements for flagging must be made by contacting the Licensor's Manager of Track Maintenance at Corpus Christi, Texas, telephone (512) 889-5645 at least seventy-two (72) hours in advance of commencing work. Such arrangements for flagging must be verbally confirmed with the Manager of Track Maintenance before using the Road Crossing.

ARTICLE 7. TERM

This Agreement shall be effective as of the date first herein written, and shall continue in full force and effect until terminated as provided in Exhibit B.

ARTICLE 8. SPECIAL PROVISIONS

It is agreed that locked gates are required at the Right-of-Way line.

PRX 880805
Standard Form Approved, AVP-Law

Folder No.: 1728-13

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein written.

WITNESS:

UNION PACIFIC RAILROAD COMPANY

By _____
DIRECTOR CONTRACTS

WITNESS:

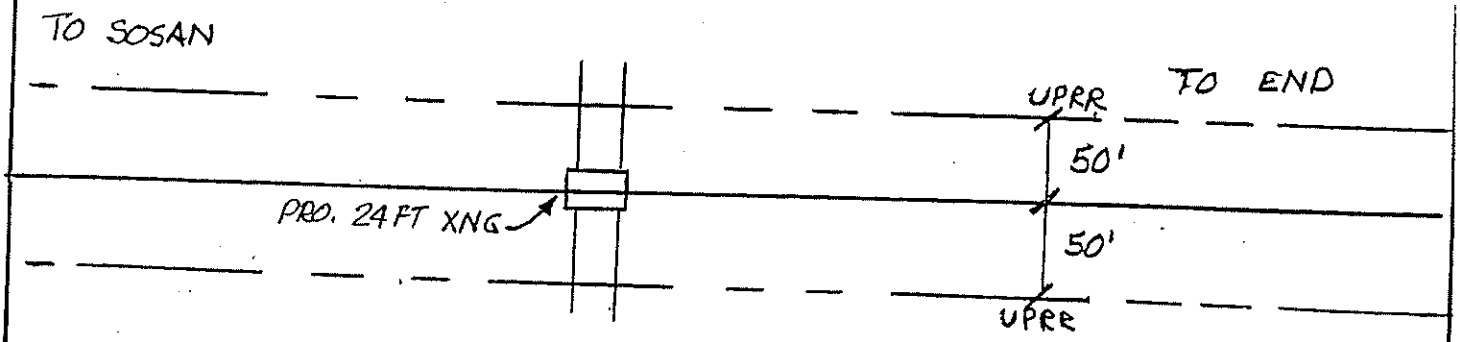
PORT OF CORPUS CHRISTI AUTHORITY

Clinton R. Carter

By _____

Title: Executive Director

NUECES CO.



NOTES:

1) PORT OF CORPUS CHRISTI AUTHORITY WILL CONSTRUCT AND MAINTAIN ROADWAY. PORT WILL INSTALL AND MAINTAIN DRAINAGE PIPES ON RAILROAD'S RIGHT OF WAY AND ARRANGE FOR ALL UTILITY ADJUSTMENTS AT ITS EXPENSE.
2) PORT WILL LIMIT ACCESS TO ROAD CROSSING TO PORT EMPLOYEES OR ITS AUTHORIZED CONTRACTORS.
3) ALL VEHICALS OR MOTORIZED MACHINERY WILL STOP BEFORE CROSSING RAILROAD'S MAIN TRACK. AFTER STOPPING AND IF NO TRAINS ARE APPROACHING, VEHICALS OR EQUIPMENT WILL CROSS TRACKS AT A CONSTANT SPEED WITHOUT SHIFTING GEARS TO AVOID STALLING ON TRACKS.
4) DURING OPERATIONS IN WHICH PORT OR ITS CONTRACTOR WILL MAKE MORE THAN ONE ROUND TRIP OVER CROSSING PER DAY, PORT OR ITS CONTRACTOR WILL MAN CROSSING WITH WATCHMAN. ALL VEHICALS WILL STOP BEFORE CROSSING. IF NO TRAINS ARE APPROACHING, WATCHMAN WILL SIGNAL VEHICAL TO PROCEED. VEHICAL WILL NOT CROSS UNLESS WATCHMAN INDICATES WAY IS CLEAR AND WILL CROSS IN ACCORDANCE WITH NOTE #3.

EXHIBIT A

UNION PACIFIC RAILROAD CO.
OFFICE OF MGR. INDUSTRY & PUBLIC PROJECTS
SPRING, TEXAS

LOCATION
SERVICE UNIT SAN ANTONIO
SUBDIV. CORPUS CHRISTI
CITY CORPUS CHRISTI
STATE TEXAS
TRK SEC. 1625
JFC
M.P. 140.16

DESCRIPTION
PRO. ROAD FOR PORT OF CORPUS CHRISTI AUTHORITY'S DREDGE MATERIAL PLACEMENT AREA.

CHECK BY:	FB.	SCALE: NONE
DRAWN BY: DGW	DATE: 8/31/98	DWG. NO.

PRX 880805 A
Form Approved, AVP-Law

EXHIBIT B

SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire railroad right-of-way, and are also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of said right of way, and others) and the right of the Licensor to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

(c) It is expressly stipulated that the Road Crossing is to be a strictly private one and is not intended for public use. The Licensee, without expense to the Licensor, will take any and all necessary action to preserve the private character of the Road Crossing and prevent its use as a public road.

SECTION 2. MAINTENANCE AND USE.

(a) The Licensor, at the sole expense of the Licensee, shall maintain the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks, and such other maintenance as the Licensor has agreed to perform on specific request of the Licensee. The Licensee, at its own expense, shall maintain the remaining portion of the Road Crossing and shall keep the rail flangeways clear of obstructions.

(b) The Licensee shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Licensor or other appurtenances shown on Exhibit "A". The Licensee shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Licensor, by law, or by any public authority having jurisdiction. The Licensee shall control vegetation along the right of way on each side of the crossing so that the Licensee's line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by the Licensee on the right of way shall be done to the satisfaction of the Licensor.

(c) The Licensee shall require all vehicles approaching the crossing to stop a safe distance from the tracks before crossing the tracks. The Licensee shall keep any gate affording access to the Road Crossing closed and locked at all times except during the time of actual passage through it onto or from the Road Crossing. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Licensor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Licensor's property. The Licensee shall adequately supervise and police use of said Road Crossing so that no person, vehicle or livestock stops or stands on the Licensor's tracks or attempts to cross the Licensor's railroad tracks when a railroad train, engine, equipment, or car is approaching or occupying the Road Crossing.

SECTION 3. MODIFICATION OR RELOCATION OF ROAD CROSSING.

(a) Whenever the Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Road Crossing:

(1) the Licensor shall, at the sole expense of the Licensee, modify or move the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; and

(2) the Licensee shall, at the Licensee's sole expense, modify or move the remaining portion of the Road Crossing and the appurtenances thereto.

(b) All the terms of this agreement shall govern the continued maintenance and use of the Road Crossing as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractor,

agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

The Licensee assumes the risk of and shall indemnify and hold harmless the Licensor and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of the Licensee and damage to the roadbed, tracks, equipment or other property of or in the custody of the Licensor and such other railroad companies, as well as other property); or (3) the Licensee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

(a) the construction of the Road Crossing;

(b) any work done by the Licensee on or in connection with the Road Crossing;

(c) the use of said Road Crossing by the Licensee, or the officers, agents, employees, patrons or invitees of the Licensee, or by any other person;

(d) the use of said Road Crossing by the Licensee's successors or assigns or the officers, agents, employees, patrons or invitees of the Licensee's successors or assigns until the Licensee either complies with the provisions of Section 8 or terminates the agreement as provided in Section 6; or

(e) the breach of any covenant or obligation assumed by or imposed on the Licensee pursuant to this agreement, or the failure of the Licensee to promptly and fully do any act or work for which the Licensee is responsible pursuant to this agreement;

regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Licensor, its officers, agents or employees.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this agreement and all rights of the Licensee hereunder. A waiver by the Licensor of a breach by the Licensee of any covenant or condition of this agreement shall not impair the right of the Licensor to avail itself of any subsequent breach thereof.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF ROAD CROSSING.

(a) Upon termination of this agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove said Road Crossing and restore the premises of the Licensor to a condition comparable to that existing immediately prior to the construction of said Road Crossing.

(b) In the event of the removal of the Road Crossing as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

SECTION 8. ASSIGNMENT.

The Licensee shall not assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Licensor. If the Licensee fails to secure the Licensor's consent to any assignment, the Licensee will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

PRX 880805
PRE 880806
PRX&E 880807
CRX 940408

FORM C

EXHIBIT B-1

Large Commercial, Industrial, Contractors
Private Grade Crossing and/or Encroachment
Contractor's Road Crossing Insurance Requirements

Licensee and/or its Contractor/Subcontractor shall, at its own and/or its Contractor's/Subcontractor's sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. If it so elects, Licensor shall have the right to obtain such insurance and Licensee shall promptly reimburse Licensor for that expense. The following insurance shall be kept in force during the life of this Agreement.

General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least $2,000,000 each occurrence or claim and a general aggregate limit of at least $4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Broad Form Property Damage, a waiver of governmental immunity (ISO Form GL 24 14 or equivalent), coverage for construction or demolition work on or near the railroad tracks, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.

Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least $2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement.

Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

The Licensee and/or its Contractor/Subcontractor hereby waives its right of subrogation, as respects the above insurance policy(ies), against Licensor for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Licensor's right-of-way or other real property. Licensee's and/or its Contractor's/Subcontractor's insurance shall be primary with respect to any insurance carrier by Licensor.

Licensee and/or its Contractor/Subcontractor shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Licensor in writing at least thirty (30) days prior to making any material alteration, including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits (if such limits apply), or cancellation of any policy(ies).

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

L:\FORMS\RDX&EINS.KJO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 09/17/98

PRODUCER

CARLISLE INS AGENCY
OF CORPUS CHRISTI
500 N WATER SUITE 900
CORPUS CHRISTI TX 78471

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: COMMERCIAL UNION ASSURANCE COMPANY & OTHER BRITISH COS.

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

PORT OF CORPUS CHRISTI

P O BOX 1541
CORPUS CHRISTI TX 78403

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PD005250V	10/01/97	10/01/98	GENERAL AGGREGATE	$N/A
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$20000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$INCLUDED
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$20000,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	[ ] ANY AUTO				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS				PROPERTY DAMAGE	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] UMBRELLA FORM				AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PORT/STATE OF TEXAS - UNION PACIFIC RAILROAD COMPANY IS NAMED AS ADDITIONAL INSD W/RESPECTS TO ALL LIABILITY ARISING OUT OF THE INSURED'S (AS LICENSEE) CONSTRUCTION/MAINTENANCE/AND USE OF THE ROAD CROSSING ON LICENSOR'S PROPERTY.

CERTIFICATE HOLDER

UNION PACIFIC RAILROAD COMPANY

1800 FARNAM STREET
OMAHA NE 68102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
TOM CARLISLE Tom Carlisle

©ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 09/17/98

PRODUCER

CARLISLE INS AGENCY
OF CORPUS CHRISTI
500 N WATER SUITE 900
CORPUS CHRISTI TX 78471

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INSURED

PORT OF CORPUS CHRISTI

P O BOX 1541
CORPUS CHRISTI TX 78403

COMPANIES AFFORDING COVERAGE

COMPANY A: COMMERCIAL UNION ASSURANCE COMPANY & OTHER BRITISH COS.

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A	GENERAL LIABILITY	PD005250V	10/01/97	10/01/98	GENERAL AGGREGATE	$N/A
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$20000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$INCLUDED
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$20000,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PORT/STATE OF TEXAS - UNION PACIFIC RAILROAD COMPANY IS NAMED AS ADDITIONAL INSD W/RESPECTS TO ALL LIABILITY ARISING OUT OF THE INSURED'S (AS LICENSEE) CONSTRUCTION/MAINTENANCE/AND USE OF THE ROAD CROSSING ON LICENSOR'S PROPERTY.

CERTIFICATE HOLDER

UNION PACIFIC RAILROAD COMPANY

1800 FARNAM STREET
OMAHA NE 68102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
TOM CARLISLE Tom Carlisle

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PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve a Lease Agreement with ARACOR, Inc. doing Business as the Aransas-Corpus Christi Pilots for a .62 acre Secure Parking Area and Pilot Boarding Pier on Harbor Island, Nueces County, Texas and Expenditure of $201,520.00 for the Construction of Secure Parking Area and Pilot Boarding Pier

SUMMARY: ARACOR, Inc. doing Business as the Aransas-Corpus Christi Pilots (Pilots) are requesting a Lease Agreement for a .62 Acre secure parking area and Pilot boarding pier on Harbor Island, Nueces County, Texas. The construction of the secure parking area and pilot boarding pier are estimated to cost $201,520.00. The general area of the leased premises is depicted on the attached map.

BACKGROUND: The Pilots have been serving the Port of Corpus Christi Authority customers since 1937. The Pilots serve a crucial role in ensuring safety of vessels at the Port of Corpus Christi by taking direct command or transferring directions to a ship's captain while navigating the 29-mile long Port Corpus Christi Ship Channel. The primary responsibility of an Aransas-Corpus Christi Pilot is to protect the public interest by facilitating the safe and efficient movement of vessels in our state waters along the Port Corpus Christi Ship Channel and La Quinta Channel.

Currently the Pilots have a location in Port Aransas, but to better facilitate their operation they need a secondary location on Harbor Island. PCCA is willing to lease at an annual fee of $2,000.00 for the term of the lease agreement and design build the Parking Area and Pilot Boarding Pier (Improvements) at an estimated cost of $201,520.00. The Pilots will repay the construction cost over a 48-month period at $4,198.33 per month. PCCA at its sole discretion, may terminate this Lease Agreement by giving the Pilots written notice of termination and Pilots will have 180 days from the date of said notice to vacate and surrender the Parking Area to Authority. If PCCA terminates the lease agreement within the primary term the Pilots will not be obligated to pay the remaining balance for the construction of the Parking Area.

ALTERNATIVES: Do not approve the Lease Agreement

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

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

EMERGENCY: N/A

FINANCIAL IMPACT: $2,000.00 annual lease payment for the term of the lease agreement and Capital Recovery of $201,520.00 repaid over a 48-month period at $4,198.33 per month.

STAFF RECOMMENDATION: Staff recommends approval of Lease Agreement with ARACOR, Inc. d/b/a Aransas-Corpus Christi Pilots for a secure parking area and pilot boarding pier on Harbor Island.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich
	Donna James-Spruce
Legal	Jimmy Welder
Senior Staff	John P. LaRue
	Sean Strawbridge
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map
Easement Summary
Easement

Approve a Lease Agreement with ARACOR, Inc. doing Business as the Aransas-Corpus Christi Pilots for a .62 acre Secure Parking Area and Pilot Boarding Pier on Harbor Island, Nueces County, Texas and Expenditure of $201,520.00 for the Construction of Secure Parking Area and Pilot Boarding Pier

PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee:	ARACOR, Inc. d/b/a Aransas-Corpus Christi Pilots Attention: Presiding Officer P.O. Box 2767 Corpus Christi, Texas 78403
Easement Location:	As depicted in the attached map.
Use:	Secure Parking Area and Pilot Boarding Pier on Harbor Island,
Term:	Five (5) years
Options:	Five (5) additional periods of five (5) years
Start Date:	August 1, 2017 – July 31, 2022
Fee:	$2,000.00 annual lease payment for the term of the lease agreement Capital Recovery of $201,520.00 repaid over a 48 month period at $4,198.33 per month.
Remarks:	PCCA may in the future develop the Parking Area for commercial or other purposes and PCCA at its sole discretion, may terminate this Lease Agreement by giving the Pilots written notice of termination and Pilots will 180 days from the date of said notice to vacate and surrender the Parking Area to Authority. If PCCA terminates the lease agreement within the primary term the Pilots will not be obligated to pay the remaining balance for the construction of the Parking Area. This secondary location will give the Pilots the ability to better facilitate vessel traffic in the Port of Corpus Christi Authority.

LEASE AGREEMENT

Between

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
("*Authority*")

And

ARACOR, INC. d/b/a
ARANSAS-CORPUS CHRISTI PILOTS
("*Lessee*")

November 1, 2017

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ATTACHMENTS:

Exhibit "A"	**Map or Plat of Land**
Exhibit "B"	**Total Project Cost**
Exhibit "C"	**Lessee's Insurance**

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 1st day of November, 2017 (the "***Effective Date***"), by and between the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "***Authority***"), and **ARACOR, INC., d/b/a ARANSAS-CORPUS CHRISTI PILOTS,** a Texas corporation (hereinafter called "***Lessee***"). This Lease Agreement together with all renewals, extensions, and modifications is referred to herein as the "***Lease Agreement***", or the "***Lease***".

RECITALS:

(a) Authority owns the surface estate of a tract of land in San Patricio County, Texas, containing .62 acres, more or less, of upland and submerged lands being out of that 12.79 acre tract described in Volume 686, Page 243 of the Nueces County Records (the "***Land***"). Said .62 acres, more or less, is on the North side of Harbor Island located on the Aransas Channel. A map or plat of the Land is attached hereto as **Exhibit A**.

(b) Lessee will lease the Land from the Authority in accordance with the terms and conditions of this Lease Agreement for purposes of operating and maintaining a private parking area and pier for performing pilotage services on the Corpus Christi Ship Channel.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, Authority and Lessee agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Certain Definitions

As used in this Lease, each of the following terms shall have the meaning set forth or referred to in this Section:

"***Annual Base Rent***" means, with respect to any Lease Year, the annual rent for that Lease Year stated in or calculated in accordance with Section 4.01.

"***Applicable Laws***" means all applicable limitations, restrictions, conditions, standards, prohibitions and requirements of any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health laws and regulations.

"***Authority Parties***" means the Authority, its Port Commissioners, directors, managers, employees and agents.

"***Authority's Tariff***" means the Authority's Tariff 100-A naming rules, rates and regulations applying to the public and private wharves in the Port of Corpus Christi, or any successor tariff published by the Authority from time to time.

"***Business Day***" means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

"***Claims***" means all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys' and 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).

"***Extension Period***" has the meaning given to it in Section 3.01(c).

"***Governmental Authority***" means any municipality, county, state, the United States of America, or any other governmental body, subdivision, agency, or authority, but expressly excluding the Port of Corpus Christi Authority of Nueces County, Texas.

"***Initial Term***" has the meaning given to it in Section 3.01(b).

"***Inspection Period***" means the thirty (30) day period beginning on the day after the expiration or termination of this Lease.

"***Land***" has the meaning given to it in part (a) of the Recitals.

"***Lease Year***" means the twelve-month period beginning on the Effective Date and each successive twelve-month period thereafter during the Term of this Lease.

"***Leased Premises***" has the meaning given to it Section 2.01

"***Lessee's Equipment***" has the meaning given to it in Section 6.04

"***Lessee Facilities***" means all improvements on the Leased Premises constructed or owned by Lessee.

"***Parties***" means Authority and Lessee.

"***Party***" means Authority or Lessee, as the case may be.

"***Permanent Improvements***" means all of the following Improvements, if any, on or to the Leased Premises: (i) security fencing, (ii) parking area, (iii) security lighting, (iv) the pier, (v) pipelines or conduit for water, sewer, storm water drainage, natural gas, or electricity, and (vi) any other public utilities.

"***Person***" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other business entity.

"***Recitals***" means the recitals at the beginning of this Lease Agreement.

"***Removal Period***" means the sixty (60) day period beginning on the day after the expiration or termination of this Lease.

"***Rent***" means, collectively, the Annual Base Rent, Capital Recovery Payments, and any other payments called rent herein.

"***Required Repairs***" means the repairs needed to put the Permanent Improvements in good operating condition, reasonable wear and tear excepted.

"***Term***" means the period from the Effective Date until the date on which this Lease expires or is terminated in accordance with the provisions of this Lease

Section 1.02. Other Definitions

Capitalized terms in this Lease which are not defined in Section 1.01 are defined in the text of this Lease.

Section 1.03. Terminology

The terms defined in Section 1.01 or in the text of this Lease shall apply throughout this Lease. All references in this Lease to "***Section***" or "***Article***" shall refer to a section or article of this Lease, unless otherwise expressly stated. All references to "***Exhibits***" shall mean the exhibits attached to this Lease. All such Exhibits and any other attachments to this Lease are incorporated in this Lease by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Lease in its entirety. As used in this Lease, the term "***including***" shall mean "including but not limited to." The headings of Articles and Sections in and Exhibits to this Lease shall be for convenience only and shall not affect the interpretation hereof.

ARTICLE 2
LEASE OF PREMISES

Section 2.01. Leased Premises

Effective as of the Effective Date, Authority hereby leases to Lessee and Lessee hereby leases from Authority, upon the terms and conditions of this Lease, the surface estate of the Land and all rights, privileges, and appurtenances to the surface estate of the Land and the Authority's Facilities (herein collectively called the "***Leased Premises***").

Section 2.02. Permitted and Prohibited Uses

(a) The Leased Premises may be used for the following purposes (which are collectively referred to in this Lease Agreement as the "***Permitted Uses***"):

> For operating and maintaining a parking area and pier for conducting pilotage services on the Corpus Christi Ship Channel, for transporting pilots to and from Vessels transiting the Corpus

Christi Ship Channel, and for no other purpose without the written permission of Authority being first had and obtained.

(b) Lessee will not use the Leased Premises for any purpose other than the Permitted Uses without the express prior written consent of the Authority, which may be given or withheld by the Authority's Port Commission in its sole discretion.

(c) Lessee will not use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner which violates: (i) orders, injunctions, writs, statutes, rulings, rules, regulations, directives, permits, certificates or ordinances of any Governmental Authority applicable to Lessee or the Leased Premises, including zoning, environmental and utility conservation matters; (ii) Authority's Tariff; (iii) applicable insurance requirements; or (iv) the Permitted Encumbrances.

(d) The Parties agree that neither Party will voluntarily permit any portion of the Leased Premises to be used for the purpose of drilling an oil or gas well, and Authority acknowledges that the drilling of any oil or gas well on the surface of the Leased Premises would interfere with and be injurious to Lessee's proposed use or uses of the Leased Premises for industrial purposes.

(e) Lessee hereby represents and warrants to Authority that Lessee's occupancy, operation or use of the Leased Premises will be and remain in compliance with Applicable Laws in all material respects.

Section 2.03. Quiet Enjoyment

The Authority agrees that so long as no Event of Default has occurred hereunder, the Authority will not disturb Lessee's possession of the Leased Premises, except in accordance with this Lease.

Section 2.04. Rights of Authority to Access the Leased Premises

Authority reserves the right to grant rights of way on the perimeter of the Leased Premises and in other locations within the Leased Premises, which do not interfere (in Lessee's sole but reasonable opinion) with Lessee's intended use of the Leased Premises, to the extent reasonably necessary to lay mains for gas, water or sewers on the Leased Premises, to place poles and necessary wires and attachments for electricity or for telephone and fiber optic lines over and across any part of the Leased Premises, and to lay, or grant easements or rights of way to other parties for the laying of fiber optics over, under and upon the Leased Premises. Authority has the right to use third parties for the performance of the rights reserved to Authority in this Section, provided Authority shall cause such third-party contractors to follow all safety rules and regulations and other reasonable restrictions imposed by Lessee.

Section 2.05. Permitted Encumbrances

This lease of the Leased Premises is subject to all of the following (collectively, the "***Permitted Encumbrances***"): (i) the provisions of this Lease Agreement, (ii) the lawful use of

the Leased Premises by any mineral owner, other than Authority, of part or all of the Leased Premises or a lessee in an oil, gas or mineral lease granted by any mineral owner, other than Authority, of all or part of the Leased Premises, (iii) to the extent valid and enforceable as to the Leased Premises, all matters of record in Nueces County, Texas, as of the Effective Date, including, but not limited to, restrictive covenants, permits, licenses, easements, and rights-of-way, (iv) any unrecorded restrictive covenants, permits, licenses, easements or rights-of-way expressly consented to in writing by Lessee, and (v) all Applicable Laws.

Section 2.06. Reservation of Minerals

The Leased Premises was patented to the Authority by the State of Texas when the Leased Premises was still submerged land. Under the terms of the patent, the State of Texas reserved the minerals in, on and under the Leased Premises.

Section 2.07. Early Termination by Authority

(a) Lessee acknowledges that the Authority may in the future develop the Leased Premises for commercial or other purposes and that Authority may, at Authority's sole discretion, terminate this Lease Agreement by giving Lessee written notice of termination and Lessee shall have one hundred eighty (180) days from the date of said notice to vacate and surrender the Leased Premises to Authority.

(b) In the event of termination of the Lease Agreement under this Section 2.07, Authority will make a reasonable effort to provide Lessee an alternate location; however, Lessee shall have no recourse or claim against Authority for the cost of relocation or any other cost or expense incurred by Lessee arising out of the termination of this Lease Agreement by Authority.

ARTICLE 3
TERM

Section 3.01. Term

(a) For purposes of this Lease, "***Term***" means the period from the Effective Date until the earlier of (1) the date upon which this Lease ends at the expiration of the Initial Term or any applicable Extension Period, as the case may be, or (2) the date upon which this Lease is terminated in accordance with the provisions of this Lease.

(b) The "***Initial Term***" of this Lease shall begin on the Effective Date and end at 11:59 p.m., Central Time, on the last day of the fifth (5^{th}) Lease Year ("***Initial Term***"), unless the Term is extended or terminated in accordance with other provisions of this Agreement.

(c) Lessee shall have the right and option to extend the Term of this Lease for five (5) additional periods of five (5) years each as provided in this Section 3.01(c) (each an "***Extension Period***"). Such Extension Periods shall automatically occur unless Lessee shall give written notice to Authority at least one hundred eighty (180) days prior to the end of the Initial Term or the then effective Extension Period (the "***Notice Deadline***"), irrevocably stating that Lessee does not elect to extend this Agreement for an additional five-year period (the "***Termination of Extension***

Notice"). Notwithstanding anything to the contrary contained in this Lease, this Lease shall not be automatically extended and Lessee shall be deemed to have given a Termination of Extension Notice, if on the Notice Deadline, Lessee is (1) in default of any material obligation in this Lease, (2) notice of such default has been provided to the Lessee, and (3) any applicable grace period provided in this Lease Agreement for curing such default has expired. Except as otherwise provided in this Lease Agreement, if Lessee does not send the Termination of Extension Notice, then this Lease shall continue in full force and effect under all the terms and conditions set forth herein.

(d) Authority and Lessee hereby acknowledge and agree that it is the express intent of both Parties that this Lease Agreement constitutes a lease of the Leased Premises under the laws of the State of Texas and it in no way constitutes a sale of the Leased Premises for any purpose.

Section 3.02. Holding Over

If the Leased Premises are not vacated and surrendered in accordance with this Lease on the expiration or termination of this Lease Agreement, Lessee shall be liable to Authority for (a) all liabilities or losses incurred by Authority in connection with such holdover, including liabilities or losses incurred in connection with any summary proceedings, action or proceeding to recover possession of the Leased Premises from Lessee, and (b) per diem use and occupancy charge in respect of the Leased Premises equal to two (2) times the Annual Base Rent being charged Lessee at the expiration or termination of the Lease, and (c) all damages incurred by Authority in connection with such holdover, including any lost opportunity damages incurred by Authority. If only a portion of the Leased Premises is timely vacated and surrendered, Lessee shall nevertheless remain liable for per diem use and occupancy with respect to the entire Leased Premises, but any reletting proceeds received by Authority during the period of Lessee's holdover shall be credited against Lessee's liability for use and occupancy for the entire Leased Premises. In no event shall this Section be construed as permitting Lessee (or other occupants) to remain in possession of the Leased Premises after the expiration or termination of this Lease. **Lessee shall indemnify, defend and hold harmless Authority against all Claims made by any succeeding tenants to the extent such claims arise by reason of the failure of Lessee timely to vacate and surrender the Leased Premises (or any portion thereof) in accordance with this Lease. Authority may recover amounts due it under this Section in any summary proceeding and/or any separate action or proceeding.**

ARTICLE 4
RENT

Section 4.01. Annual Base Rent

(a) For each Lease Year of the Initial Term or any Extension Period, Lessee shall pay to Authority an Annual Base Rent of Two Thousand and 0/100 Dollars ($2,000.00).

(b) The Annual Base Rent for each Lease Year shall be paid in equal monthly installments of one-twelfth of the Annual Base Rent for such Lease Year and shall be paid on the first day of each calendar month during such Lease Year, in advance, commencing on the first day of such Lease Year.

Section 4.02. Total Project Cost and Capital Recovery Payments

(a) Within thirty (30) Business Days after making the final payments due under the Construction Contract(s) awarded by the Authority to construct the develop the Leased Premises, the Authority will provide the Lessee with a statement showing the total amount the Authority actually paid to the Contractor(s) under the Construction Contract(s), together with all other expenditures made by the Authority in connection with the development of the Leased Premises as set forth on **Exhibit B**, attached hereto and by reference made a part hereof, including but not limited to grading costs, the costs of constructing and installing a pier, a parking area, a security fence, lighting, drainage facilities, other site work and the like (collectively, the "***Total Project Cost***"); provided, however, that the Authority's internal costs will not be included in the Total Project Cost. The amounts set forth in **Exhibit B** are estimates as of the Effective Date, which estimates may and almost certainly will change, and which estimates do not and shall not be deemed to set either minimum or maximum limits for such elements or for the Total Project Cost.

(b) For purposes of this Lease Agreement, the term "***Capital Recovery Payment***" means a payment equal to the result of (i) the Total Project Cost, divided by (ii) forty-eight (48). For example, using the estimated Total Project Cost in **Exhibit B** of Two Hundred One Thousand Five Hundred Twenty Dollars ($201,520.00), the Capital Recovery Payment would be Four Thousand One Hundred Ninety-Eight and 33/100 Dollars ($4,198.33).

(c) As a material inducement for the Authority to enter into this Agreement and develop the Leased Premises, Lessee hereby agrees to make forty-eight (48) monthly Capital Recovery Payments to the Authority on or before the first (1st) day of each and every calendar month during the four-year period beginning November 1, 2018, and ending October 31, 2022. The first Capital Recovery Payment shall be due and payable on or before November 1, 2018, and the last Capital Recovery Payment shall be due and payable on or before October 31, 2022.

(d) If the Total Project Cost has not been finally determined by November 1, 2018, the Parties will use the Estimated Project Cost in **Exhibit B** for purposes of determining the amount of the Capital Recovery Payments until the Total Project Cost has been finally determined, at which time Lessee and the Authority will true-up the Capital Recovery Payments made to date and determine the exact amount of the remaining Capital Recovery Payments. In any case, the sum of the Capital Recovery Payments shall equal the Total Project Cost.

(e) If this Lease or Lessee's right to possession of the Leased Premises terminates due to an Event of Default by Lessee before Lessee has paid the Total Project Cost as required under this Section 4.02, Lessee shall pay to the Authority within ten (10) Business Days after the date of such termination an amount equal to the amount by which the Total Project Cost exceeds the sum of the Capital Recovery Payments actually made to the Authority on or before such termination.

(f) If this Lease or Lessee's right to possession of the Leased Premises terminates in accordance with Section 2.07, then Lessee's obligation for payment of the remaining balance of the Total Project Cost will also terminate as of the date of termination of the Lease Agreement.

Section 4.03. Late Payment Penalties

If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from the date payment was due until the date payment is made. Failure to pay such interest within thirty (30) days after Lessee's receipt of written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by certified check or wire transfer. For purposes of this Section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due.

Section 4.04. Place of Payment

All payments of Annual Base Rent, Capital Recover Payments, and any other payments required to be made by Lessee to Authority hereunder shall be (i) made by electronic transfer to an account to be designated by Authority, (ii) delivered to the Authority's administrative offices at 222 Power Street, Corpus Christi, Texas, or such other physical address as Authority may designate from time to time, or (iii) mailed to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other mailing address as Authority shall designate in writing. All payments of Annual Base Rent and any other payments required to be made by Lessee to Authority hereunder must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset, except as otherwise provided herein.

Section 4.05. Net Lease

Unless otherwise stated in this Lease Agreement, this is a net lease; and Authority shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease Agreement or the financing, ownership, construction, reconstruction, maintenance, operation, or repair or replacement of the Leased Premises or the improvements thereon. It is expressly understood and agreed that this is a completely net lease intended to assure Authority the rentals herein reserved on an absolute net basis.

ARTICLE 5
CONDITION AND CARE OF LEASED PREMISES

Section 5.01. Inspection and Acceptance of Leased Premises

(a) Lessee has inspected the Leased Premises and has conducted any environmental site assessment it desired. As of the Effective Date of this Lease Agreement, Lessee understands and agrees that the Leased Premises are being leased in an "As Is Where Is" condition, and Lessee accepts the Leased Premises in the condition it exists on the Effective Date as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the Leased Premises, except as expressly set forth in this Lease Agreement. To the maximum extent permitted by applicable law, Authority hereby disclaims, and Lessee waives the

benefit of, any implied warranties, including implied warranties of habitability, or fitness or suitability for Lessee's intended uses of the Leased Premises.

(b) Lessee further understands and agrees that improvements, grading, filling, removal of existing improvements, and relocation of utility lines shall be made and performed by Lessee at the sole cost and expense of Lessee. Lessee further understands and agrees that the "As-Is, Where Is" condition of the Leased Premises includes any contamination on the Leased Premises, including structures, surface soil or subsurface strata, groundwater, surface water and any adjacent channel or bay water and sediment, and that information received from Authority regarding such matters may not be complete or accurate and should not be accepted as such and by entering into this Agreement, Lessee acknowledges that it is relying solely on its own inspection and investigation into the condition of the Leased Premises.

Section 5.02. <u>Environmental Representations and Restrictions</u>

(a) Definitions. The following definitions shall apply:

(1) "***Applicable Environmental Laws***" includes, but is not limited to, all federal, state and local statutes, laws, ordinances, regulations, codes, permits, licenses, authorizations and rules, and other provisions having the force and effect of law, in each case as amended, and including any judicial or administrative orders, determinations, writs, injunctions, judgments and decrees relating to human health or safety, Hazardous Substances or the Environment, including without limitation such laws as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42, U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Clean Air Act and Amendments of 1990, 42 U.S.C. Section 7401 et seq.; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2606; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code; Chapter 26, Texas Water Code, Subchapters D, G, I and J; Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code; Texas Community Right-to-Know Acts, Chapters 505 – 507 Texas Health and Safety Code; and Authority's Tariff (as they relate to the Environment.)

(2) "***Contaminant***" includes, but is not limited to: any substance, material, constituent, waste, chemical, or other thing defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "solid wastes," "industrial wastes," "industrial solid or hazardous wastes," "wastes" or words of similar import, under Applicable Environmental Laws. Contaminant also includes (a) anything considered toxic, explosive, corrosive, reactive, flammable, radioactive, or ignitable, (b) any lead or lead-based paint, pesticide, polychlorinated biphenyls ("PCBs"), dioxins, hydrocarbon, petroleum, petroleum based substances, petroleum product or

petroleum additive (including but not limited to lead), diesel, fuels, gasoline, natural gas or natural gas products, dry cleaning products or solvents (as well as any and all ingredients, degradation or daughter products or byproducts or constituents thereof of any of the foregoing), (c) any other chemical, material, waste or substance, (or constituent thereof), which is in any way regulated under the Applicable Environmental Laws by any Governmental Entity, including mixtures thereof with other materials, and including any regulated building materials such as asbestos and lead, or (d) any other substance, material, constituent, waste, or chemical that may adversely affect or pose a threat to human health and the Environment.

(3) "*Contamination*" includes but is not limited to the presence, or threat of one or more Contaminants in the Environment: (a) which has or may result in pollution, degradation, adverse impact, damage, threat or injury, to human health or the Environment, or (b) which is not allowed by or in compliance with Applicable Environmental Laws.

(4) "***Disposal***" means the discharging, depositing, injecting, dumping, spilling, leaking, or placing of Contaminants, whether containerized or uncontainerized, into or on land or water so that the Contaminants or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

(5) "***Environment***" includes, but is not limited to, (a) the waters of the United States, the waters of any state, the contiguous zone or ocean waters and (b) any other surface water, ground water, drinking water supply, and (c) any land surface or subsurface strata or sediment, and (d) the ambient air or atmosphere, as well as the animals, organisms, plants or natural resources located in, under or thereon.

(6) ***"Environmental Liabilities"*** includes, but is not limited to, any and all actual, potential or threatened administrative, regulatory, or judicial actions, suits, allegations, demands, demand letters, claims, causes of action, proceedings, liens, notices of noncompliance or violation, investigations, obligations, actual or potential damages (including but not limited to natural resource damages), actual or liabilities (including strict liabilities under such statutes as, CERCLA, RCRA or other Applicable Environmental Laws), accrued or unaccrued losses, diminution of property value, injuries, costs (including but not limited to cleanup, remediation, removal, remedial, investigative, containment, closure or post-closure, restoration and/or monitoring costs), settlements, assessments, fines, penalties, interest, legal or attorney's fees and costs of court relating in any way to or concerning the Environment, Environmental Laws, Contaminants or Contamination.

(7) "***Release***" means to dispose of, discharge, deposit, spill, leak, pump, pour, emit, empty, dump, seep, drain, run or otherwise introduce into the Environment.

(8) To the extent the Applicable Environmental Laws establish a meaning for "***Release***," "***Disposal***", "***Dispose***" or other terms which is broader than that specified in this Lease Agreement such broader meaning will apply to such terms used in this Lease Agreement.

(b) Representations and Warranties. Lessee hereby represents and warrants to Authority:

(1) That, without limitation of Section 2.02, in its use of the Leased Premises, Lessee will not violate any Applicable Environmental Laws.

(2) If a change in any Applicable Environmental Law makes any previously acceptable activity of Lessee prohibited, Lessee must immediately cease the prohibited activity upon the Leased Premises and notify Authority in writing within five (5) days.

(3) In no event will Lessee, or its agents, representatives, employees, contractors, consultants or invitees (i) Release or Dispose of any Contaminants on, near or about the Leased Premises, or (ii) construct, install, maintain, use or otherwise operate on the Leased Premises any petroleum or chemical underground storage tank.

(4) That without the prior written consent of Authority, Lessee, and its agents, representatives, employees, contractors, consultants or invitees, will not bring onto, or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or Contaminants, except that the Lessee may use, if legal and permitted, commercially reasonable amounts of materials such as adhesives, lubricants and cleaning fluids used in the ordinary course of Lessee's business. The consent of Authority may be withheld for any reason whatsoever, and may be subject to conditions in addition to the minimum requirements of Applicable Environmental Laws.

(5) That Lessee will not engage in or permit any action which would cause, suffer or allow, or fail to take any action to reasonably prevent, any Contamination of or from the Leased Premises.

(c) Release Reporting, Notification and other Responsibilities:

(1) In the event of a Release of any Contaminant, Lessee must immediately stop the Release and cease any activities which may be resulting in such Release; and within 24 hours, or earlier if proscribed by Applicable Environmental Law, notify the proper Governmental Authorities, as well as Authority, of the date, time, and nature of the Release, including, but not limited to, a description of the Contaminants discharged or released. If the initial notification to Authority is not in writing, within five (5) days of a Release, Lessee will provide a written explanation of the details of the Release and an MSDS for each of the said Contaminants.

(2) Lessee agrees to promptly furnish Authority copies of all documents, reports, notices, orders, or correspondence received or generated by Lessee and its agents, representatives, employees, contractors or consultants relating to any Release described in Section 5.02(a)(1), including, but not limited to any citation, notice of violation, notice of enforcement, enforcement action or penalty regarding the Leased Premises. This information must include a general description of the conduct that resulted in the citation, notice of violation, notice of enforcement action or penalty.

(d) Cleanup and Remediation Obligations:

(1) Lessee covenants, represents and warrants that it will promptly respond to and bear the sole burden, duty, responsibility and cost for any and all Environmental Liabilities associated with or arising from Contamination of the Leased Premises (or to any other location to which Contamination may have migrated) caused, in whole or in part, by the breach of any provision of this Lease or the acts or omissions of Lessee or any of its predecessors, agents, representatives, employees, contractors, consultants or invitees whether under this Lease or any prior lease for all or any portion of the Premises.

(2) In addition to the other rights and remedies of Authority under this Lease or as may be provided by law, if Authority reasonably determines or has reason to believe that Contamination, an actual or threatened Release of Contaminants, or a violation of Applicable Environmental Law has occurred or may occur, Authority may, at its election and at any time during the Term of this Lease or thereafter, (i) cause the Leased Premises, any adjacent premises of Authority, or other location to which Contamination may have migrated to be tested, investigated, or monitored for the presence of any Contaminant, (ii) cause to be performed any cleanup, removal or remediation of, or other response to, the Contamination of the Leased Premises, and any other location to which Contamination may have migrated, and (iii) cause to be performed any restoration of the Leased Premises, and any other location to which the Contamination may have migrated, as Authority reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Authority within thirty (30) days after receipt of Authority's bill.

(3) Authority may also, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work as needed to investigate, test, monitor for, remove, remediate, or cleanup any Contaminants and restore the Leased Premises and any other location to which Contaminants may have migrated as Authority reasonably may deem necessary or desirable, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Authority. This Section shall survive the cancellation, termination or expiration of the Lease, howsoever brought about.

(4) Lessee represents and warrants that any work performed by or at the behest of Lessee in connection with any Release of Contaminants or the violation of any Environmental Laws (the "***Environmental Work***") will comply with all Applicable Environmental Laws including those requiring appropriate characterization, handling, transport and disposal of materials incident to such work. Lessee further agrees to provide Authority with final work plans for any Environmental Work at least ten (10) days prior to the time it commences. Authority takes no responsibility and assumes no liability whatsoever for the Environmental Work.

(5) Also, in the event of a Release, Authority accepts no liability or responsibility for ensuring that Lessee's workers, including without limitation those conducting testing, construction and maintenance activities on the Leased Premises, are satisfactorily protected from residual contaminants described in 29 Code of Federal Regulations. Lessee shall assess all human health risks from vapor transport or direct contact with residual hazardous substances or contaminants and incorporate such engineering and institutional controls as may be required to sufficiently protect human health of onsite workers and transient visitors.

(e) Additional Access by Authority. In addition to any other rights of access provided herein, if Authority believes a condition constituting substantial endangerment exists in connection with the Leased Premises, Contaminants or a violation of Applicable Environmental Law, Authority may enter the Leased Premises at any time without notice, take any actions it deems necessary to address the situation and the cost and expense thereof shall be reimbursed by Lessee within thirty (30) days after rendition of Authority's bill.

(f) RELEASE AND INDEMNITY FOR ENVIRONMENTAL LIABILITIES. NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE AND WITHOUT LIMITING THE PROVISIONS OF ARTICLE 9 HEREIN, LESSEE COVENANTS, REPRESENTS AND WARRANTS THAT LESSEE SHALL ASSUME AND BE RESPONSIBLE FOR, AND SHALL WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, AND HOLD AUTHORITY, ITS PORT COMMISSIONERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, OWNERS, INVITEES, LICENSEES, AND AGENTS (THE "***INDEMNIFIED PARTIES***") HARMLESS FROM AND AGAINST ANY AND ALL ENVIRONMENTAL LIABILITIES (WHENEVER AND WHEREVER THEY MAY ARISE, INCLUDING OFF-SITE LOCATIONS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM: (1) LESSEE'S PRESENCE OR OCCUPANCY ON THE LEASED PREMISES, (2) LESSEE'S ACTS OR OMISSIONS IN CONNECTION WITH THE LEASED PREMISES OR THE LEASE, (3) ANY ACTIVITIES OR OPERATIONS CONDUCTED BY OR ON BEHALF OF LESSEE IN CONNECTION WITH OR AS A RESULT OF THE LEASE, WHETHER PERMITTED OR AUTHORIZED BY THE LEASE, (4) LESSEE'S FAILURE TO COMPLY WITH THE TERMS OF THE LEASE, (5) ANY BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY OF LESSEE UNDER THE LEASE, OR (6) ANY CONTAMINATION OR ENVIRONMENTAL LIABILITIES CAUSED IN WHOLE OR PART, OR CONTRIBUTED TO OR EXACERBATED, BY LESSEE AND/OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, CONSULTANTS OR INVITEES. THIS PROVISION SHALL SURVIVE

THE CANCELLATION, TERMINATION OR EXPIRATION OF THIS LEASE, HOWSOEVER BROUGHT ABOUT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 5.02(f), IT IS EXPRESSLY PROVIDED AND AGREED BY AND BETWEEN THE PARTIES THAT LESSEE SHALL NOT OBLIGATED TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM THEIR OWN NEGLIGENCE.

IN CLAIMS AGAINST THE INDEMNIFIED PARTIES BY OR FOR AN EMPLOYEE OF LESSEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, CONSULTANTS OR INVITEES, THE LESSEE'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION 5.02(f) SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE LESSEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, CONSULTANTS OR INVITEES, UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. IF AN ACTION FOR DAMAGES IS BROUGHT BY AN INJURED EMPLOYEE OF LESSEE, A LEGAL BENEFICIARY, OR AN INSURANCE CARRIER AGAINST ANY OF THE INDEMNIFIED PARTIES TO PAY DAMAGES FOR THE INJURY OR DEATH OF SUCH EMPLOYEE UNDER CHAPTER 417 (THIRD-PARTY LIABILITY), TEXAS LABOR CODE, THAT RESULTS IN A JUDGMENT AGAINST ANY OF THE INDEMNIFIED PARTIES, OR A SETTLEMENT BY ANY OF THE INDEMNIFIED PARTIES, LESSEE EXPRESSLY AGREES TO REIMBURSE AND HOLD HARMLESS THE INDEMNIFIED PARTIES, FOR THE DAMAGES BASED ON SUCH JUDGMENT OR SETTLEMENT AS PROVIDED IN THIS SECTION 5.02(f).

(g) **Environmental Restoration**. Lessee covenants, represents and warrants that upon cancellation, termination or expiration of the Lease (howsoever brought about), Lessee shall at its own cost, restore the Premises to substantially the same condition as it existed at the commencement of the Lease or, if an earlier lease existed between Lessee, or its predecessors and Authority for all or any part of the Leased Premises, the restoration obligation will require that the Premises be restored to the same condition as of commencement of the earliest lease. The restoration obligations will include any remediation, cleanup or other actions necessary to remove all Contaminants or Contamination that may have occurred during any of the lease terms between Lessee, or its predecessors, and Authority for all or any part of the Leased Premises, and to address all impacts associated with such Contaminants or Contamination.

(h) **Authority's Tenant Audit Program**: Lessee will cooperate with the Authority's Tenant Audit Program (the "***Program***"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with the Applicable Environmental Laws, this Lease Agreement, and Authority's Tariff. The Program seeks to achieve cooperative conservation between Authority and Lessee relating to the use, enhancement and enjoyment of natural resources and protection of the Environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to Lessee following the audit. If Authority staff observe a violation of Applicable Environmental

Laws, this Lease Agreement or the Authority's Tariff, Lessee will be notified of the same in writing. Upon notice, Lessee is required to immediately take action to cease the activity and to come into compliance, and must verify its compliance in writing to Authority within three (3) days. If requested by Authority, Lessee shall cause to be performed annually at its sole cost and expense an environmental assessment or audit of the Leased Premises of the scope and type requested by Authority. Except as may be requested by Authority, no physical or invasive testing shall be conducted on the Leased Premises without: (1) providing prior reasonable notice to Authority advising of the purpose of such testing, (2) obtaining written approval to conduct such testing, and (3) obtaining advance approval of the scope and work plans for such testing. All information, test results or reports that may be generated in the course of such environmental assessment and testing shall be promptly furnished to Authority. In addition, upon cancellation, termination or expiration of the Lease (howsoever brought about), Lessee shall perform a final environmental assessment or audit of the Premises at its sole cost and expense pursuant to the procedures, conditions and requirements set forth in this paragraph. The Program may be modified from time to time as operations progress at the sole discretion of Authority; however, such modifications shall not unreasonably interfere with Lessee's use and enjoyment of the Leased Premises.

(i) **Continuing Obligations**. All of the obligations, warranties and representations in this Section 5.02 are continuing and must be true and correct for the entire Term of this Lease, and all of such provisions, representations and warranties will survive expiration or termination of this Lease Agreement. The obligations warranties and representations in this Section 5.02 are binding on Lessee's successors and Transferees (as defined in Section 13.02).

ARTICLE 6
REPAIRS, MAINTENANCE AND DREDGING

Section 6.01. Maintenance of Leased Premises

(a) Lessee will, throughout the Lease Term , at its own expense and risk, maintain the Leased Premises and all Lessee Facilities in good order and condition, including but not limited to making all repairs and replacements necessary to keep the Leased Premises and Lessee Facilities in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required.

(b) Authority shall have absolutely no obligation to make any repairs, replacements or improvements in and to the Leased Premises or to maintain the same.

Section 6.02. Alteration of Improvements

Lessee shall not have the right to make any alterations, improvements and/or additions to the Improvements without first obtaining Authority's prior written approval. Prior to making any such alterations, improvements or additions, Lessee shall submit to Authority plans and specifications therefor for Authority's prior written approval. Lessee shall not make any alterations, improvements or additions the Improvements prior to receiving Authority's prior written approval.

Section 6.03. Permits

Lessee must obtain and maintain in effect at all times during the Term of this Lease Agreement all permits, licenses, permissions, authorizations, and consents required by Applicable Environmental Laws and/or necessary for the maintenance, use and operation of the Lessee Facilities and Lessee's use and occupancy of, and operations at, the Leased Premises. Lessee will provide Authority's Department of Engineering Services with a copy of its permits, licenses, permissions, authorizations and within three (3) days of their receipt by Lessee.

Section 6.04. Ownership of Lessee's Equipment

During the Term of the Lease all furnishing, moveable equipment, trade fixtures, signs, and other items of tangible personal property installed by Lessee on the Leased Premises during the Term (collectively, the "***Lessee's Equipment***") shall remain the property of Lessee.

Section 6.05. Ownership of Lessee Facilities

During the Term of the Lease all Lessee Facilities will be solely the property of Lessee.

Section 6.06. Signs

Lessee may not place any signs at or on the Leased Premises nor paint any signs on any building on the Leased Premises unless first approved in writing by the Director of Engineering Services of Authority, which approval shall not be unreasonably denied, delayed or conditioned. Lessee must remove all its signs when this Lease Agreement expires or terminates and repair any damage resulting from erecting or removing the signs.

Section 6.07. Dredging Responsibilities

Lessee will be responsible for performing or causing to be performed all dredging, both new work and maintenance dredging, required for any slip on or adjacent to the Leased Premises and for access to the Aransas Channel from the Leased Premises. Any slip on or adjacent to the Leased Premises must be maintained by Lessee at a sufficient depth to prevent vessels berthed at the dock from striking bottom due to lowering of the water level from passing vessels.

Section 6.08. Laborers and Materials

Lessee will pay for all labor and services performed for, materials used by, or furnished to, any contractor employed by Lessee with respect to the Leased Premises and defend, indemnify and hold Authority and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Lessee's failure to pay for labor or materials provided to the Leased Premises at the direction of Lessee by, through or under Lessee. If Lessee elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with such labor, services or materials, Lessee agrees to include Authority as an additional obligee thereunder.

Section 6.09. Building Code

All Lessee Facilities constructed on the Leased Premises by Lessee must comply with all applicable building codes unless they are modified by Port of Corpus Christi Authority Design and Construction Guidelines found in the current Port of Corpus Christi Authority Project Manual which may be obtained from Authority's Department of Engineering Services.

ARTICLE 7
UTILITIES, SECURITY AND TAXES

Section 7.01. Utilities, Security and Other Services

(a) Lessee agrees to pay when due all charges it incurs for the following services to the Leased Premises: (i) water, gas, electricity, and any other utilities, (ii) garbage service, and (iii) security or guard services. Authority will not furnish any of these services to Lessee except pursuant to a separate written agreement between the Parties. If at Lessee's request or because of Lessee's failure to pay for services to the Leased Premises Lessee has contracted for, Authority (following written notice to Lessee and an opportunity to cure for at least thirty (30) days after such notice) provides any such services to the Leased Premises or pays the cost for any such services, Lessee will pay to Authority the cost of such services as additional rent upon receiving Authority's invoice. Payment shall be made pursuant to the terms of said invoice.

Section 7.02. Taxes

(a) During the Term of this Lease, Lessee must pay or cause to be paid when due all taxes, assessments, fees or charges imposed on the Lessee's Facilities on the Leased Premises by virtue of Lessee's tenancy or upon Lessee's property on the Leased Premises or upon Lessee's leasehold interest in the Leased Premises.

(b) Lessee may, at its expense, contest any tax, assessment, fee or charge for which it is responsible under this Section. Except as provided in Section 7.02(c), Lessee need not pay the tax, assessment, fee or charge while the contest is pending. Except as provided in Section 7.02(c), Lessee may prevent Authority from paying any tax, assessment, fee or charge that Lessee is contesting under this Section, pending resolution of the contest, by depositing with Authority the full amount of the tax, assessment, fee or charge plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax, assessment, fee or charge (the "Tax Protest Deposit"). When the contest is resolved, Lessee must pay the tax, penalty and interest imposed and may use the Tax Protest Deposit to pay any tax, assessment, fee or charge, plus any penalty or interest, due under the final resolution and keep any balance of the Tax Protest Deposit. If the Tax Protest Deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, fee or charge. In all cases of a tax protest, the Tax Protest Deposit is the property of Lessee and the Authority shall hold the Tax Protest Deposit in escrow for the benefit of Lessee and release the monies as directed by Lessee at any time.

(c) Notwithstanding the provisions of Section 7.02(b), Authority may pay, or require Lessee to pay, any tax, assessment, fee or charge for which Lessee is responsible under this

Section, pending resolution of Lessee's contest of the tax, assessment, fee or charge, if payment is demanded by a holder of a mortgage on the Leased Premises or if failing to pay will subject all or part of the Leased Premises to forfeiture or loss.

(d) Any of said taxes, fees or charges that are payable by Lessee for the tax year in which the Term of this Lease begins, as well as during the year in which this Lease Agreement expires or is terminated, shall be apportioned so that Lessee shall pay its proportionate share of the taxes, fees or charges for such periods of time. Lessee may pay such taxes, fees or charges in installments as and when such installments become due. Lessee must deliver to Authority evidence of payment of all taxes, fees or charges, which Lessee is obligated to pay hereunder concurrently with making such payment.

ARTICLE 8
INSURANCE

Section 8.01. Lessee's Insurance

Lessee shall satisfy the insurance requirements set forth in **Exhibit C** attached hereto, which is incorporated in this Lease Agreement.

Section 8.02. Waiver of Subrogation

To the full extent that Lessee may do so without invalidating Lessee's insurance coverage, Lessee hereby waives any and every Claim which arises or may arise in its favor against the Authority during the Term of the Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting part of, the Leased Premises, to the extent that such loss or damage is covered by any property insurance policy carried by Lessee, or would have been covered by any property insurance policy required to be carried by Lessee pursuant to this Lease. Lessee agrees to have such insurance policies properly endorsed as set forth in **Exhibit C** attached hereto.

ARTICLE 9
INDEMNITY

Section 9.01. Indemnification by Lessee

(a) Lessee shall defend, indemnify and hold harmless the Authority Parties from and against, and Lessee shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an "*Indemnified Event*"): (i) the failure on the part of the Lessee or any of its sublessees or their respective owners, officers, managers, employees, agents, invitees, guests, contractors, subcontractors or licensees ("*Lessee Parties*") to comply with the provisions of Applicable Laws applicable to the Leased Premises or the Lessee Facilities on the Leased Premises, or (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 occurring on the Leased Premises or the Lessee Facilities, or (iii) 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 out Lessee's operations on the Leased Premises or Lessee's use of the Lessee Facilities.

(b) Notwithstanding anything to the contrary contained in Section 9.01(a), it is expressly provided and agreed by and between the Parties that Lessee shall not be obligated to indemnify and hold harmless the Authority Parties from and against their own negligence.

(c) Notwithstanding anything to the contrary contained in Section 9.01(a), Lessee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

(d) Lessee's indemnity obligations under this Section 9.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Lessee to any employee of Lessee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(e) The obligations of the Lessee under this Section 9.01 shall survive the expiration or any earlier termination of the term of this Lease.

Section 9.02. Notice of Claims

The Authority shall give the Lessee prompt and timely notice of any Claims made or instituted against it or any other Authority Party, of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to Section 9.01(a). Subject to the prior rights, if any, of insurers, the Lessee shall be entitled to control the defense and any compromise of any such Claims to the extent of any actual or potential claim for indemnification made or reserved by the Authority, but the Lessee shall give the Authority the opportunity to participate in the defense and any compromise of any such Claim to the extent of the Authority's interest therein.

ARTICLE 10
PROPERTY LOSS

Section 10.01. Notice of Damage

Lessee shall notify Authority within a reasonable period of any destruction of or damage to the Improvements in excess of Ten Thousand Dollars ($10,000).

Section 10.02. Restoration of Improvements

(a) If all or any part of the Improvements are destroyed or damaged by any casualty during the Term of this Lease Agreement, Lessee shall fully restore, repair, replace or rebuild the same as nearly as practicable to its condition, quality and class immediately prior to such damage or destruction. The reconstruction or repair of the damaged or destroyed improvements shall be

commenced within a commercially reasonable period of time after the damage was sustained, and Lessee shall diligently prosecute such reconstruction or repair to completion.

(b) Any restoration undertaken of the Lessee Facilities pursuant to this Section 10.02 shall in all respects substantially conform to the provisions of the Section 6.02 for the damaged Lessee Facilities, or shall be built in accordance with such new or modified plans and specifications as may be prepared by Lessee and approved by the Authority at the time, such approval not to be unreasonably withheld, conditioned or delayed.

(c) Lessee's obligation hereunder shall not be affected by the unavailability or insufficiency of any insurance proceeds.

ARTICLE 11
CONDEMNATION

Section 11.01. Total Taking

Should the entire Leased Premises (meaning all or substantially all of the Leased Premises) be ***taken*** (which term, as used in this Article 11, shall include any conveyance in avoidance or settlement of eminent domain, condemnation, or other similar proceedings) by any Governmental Authority or other entity under the right of eminent domain, condemnation, or similar right, then this Lease shall terminate as of the date of taking possession by the condemning authority (the "***Condemning Authority***") and the obligations of the Lessee for Rent shall terminate on such date. Authority shall be entitled to receive the award for the taking of the Leased Premises (the "***Condemnation Award***"), however, Authority shall pay to Lessee out of the Condemnation Award an amount equal to the lesser of the following amounts (with any balance to be retained by Authority):

(1) an amount equal to for the book value ("basis" for federal income tax purposes) of Lessee Facilities on the Leased Premises as of the lease termination date; or

(2) the amount of the Condemnation Award.

Section 11.02. Partial Taking; Termination

(a) If a portion of the Leased Premises is taken by any Governmental Authority or other entity under the right of eminent domain, condemnation, or similar right, this Lease shall continue in effect as to the remainder thereof unless Lessee, in Lessee's sole but reasonable discretion, determines that so much of the Leased Premises is taken as to make it economically unsound to use the remainder for the uses and purposes contemplated hereby, whereupon this Lease shall terminate as provided in Section 11.01 in the same manner as if the whole of the Leased Premises had thus been taken, and the Condemnation Award therefor shall be distributed as provided in Section 11.01.

(b) In the event of a partial taking where Lessee in its sole but reasonable discretion determines that the portion of the Leased Premises taken does not render the balance economically unsound for the uses and purposes contemplated hereby, then this Lease shall only be partially

terminated as to such portion taken, and the Annual Base Rent payable during the remainder of the Term after taking of possession by the Condemning Authority shall be reduced on a just and proportionate basis taking into consideration the extent, if any, to which Lessee's use of the remainder of the Leased Premises shall have been impaired or interfered with by reason of such partial taking. If Authority and Lessee are unable to agree as to a just reduction in Annual Base Rent, this reduction shall be determined in accordance with the provisions of Section 11.04. In the event of a partial taking where this Lease is not terminated, Lessee shall be responsible for the cost to restore the remaining portion of the Improvements to an economically viable unit, and such costs shall be considered in any such just and proportionate reduction of Base Rent.

Section 11.03. Notice of Proposed Taking

Lessee and Authority shall promptly notify the other of the commencement of any eminent domain, condemnation, or other similar proceedings with regard to Leased Premises. Authority and Lessee covenant and agree to fully cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable in respect thereof.

Section 11.04. Independent Determination of Values

If Authority and Lessee are unable to agree on a just reduction in Annual Base Rent pursuant to Section 11.02, then Authority and Lessee shall each appoint a Qualified MAI Appraiser. The two Qualified MAI Appraisers shall then, within ten days after their designation, select a third Qualified MAI Appraiser. If the two appointed appraisers are unable to agree on a third appraiser within such ten-day period, either Authority or Lessee, by giving five-days' prior written notice thereof to the other, may apply to the then presiding judge of any of the Nueces County District Courts for selection of a third appraiser. Within twenty (20) Business Days after the selection of the third appraiser, a majority of the appraisers shall determine a just and proportionate reduction in Annual Base Rent for purposes of Section 11.02. If a majority of the appraisers is unable to agree upon a just and proportionate reduction in Annual Base Rent within such time, the two closest reductions of Annual Base Rent shall be averaged and the average will be the reduction in Annual Base Rent. Authority and Lessee shall each bear the cost of the appraiser selected by it and shall share equally the cost of the third appraiser.

ARTICLE 12
OBLIGATIONS ON TERMINATION

Section 12.01. Surrender of Leased Premises

Upon the expiration or termination of this Lease Agreement, Lessee shall peaceably and quietly surrender the Leased Premises to the Authority in good order, condition and repair, excepting reasonable wear and tear and damage that is not Lessee’s obligation to repair. Upon the expiration or termination of this Lease Agreement, the Authority may, without further notice, enter upon, reenter, possess, and repossess itself of the Leased Premises by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee from the Leased Premises and may have, hold, and enjoy the Leased Premises free of any claim by Lessee with respect thereto. The Authority shall not be deemed to have accepted a surrender of the Leased Premises by Lessee,

or to have extended the Term, other than by execution of a written agreement specifically so stating.

Section 12.02. Removal of Lessee's Equipment

During the Removal Period, Lessee shall remove or cause to be removed all of the Lessee's Equipment from the Leased Premises. Any items of the Lessee's Equipment that are not removed by Lessee during the Removal Period shall be considered abandoned and shall thereupon become the property of the Authority, without cost to the Authority and without any payment to Lessee; provided, however, that the Authority, after notice to the Lessee with reasonable opportunity to cure, may remove and/or dispose of any items of the Lessee's Equipment which Lessee fails to remove, and Lessee shall be required to reimburse the Authority for the actual costs the Authority incurs in removing and/or disposing of such items of the Lessee's Equipment.

Section 12.03. Removal of Removable Lessee Facilities

(a) During the Removal Period, Lessee shall remove or cause to be removed from the Leased Premises all of the Removable Lessee Facilities, and shall repair any damage caused by the removal of such Removable Lessee Facilities. Any items of the Removable Lessee Facilities that are not removed by Lessee within the Removal Period shall be considered abandoned and shall thereupon become the property of the Authority, without cost to the Authority and without any payment to Lessee; provided, however, that the Authority, after notice to the Lessee with reasonable opportunity to cure, may demolish, remove and/or dispose of any Removable Lessee Facilities which Lessee fails to remove, and Lessee shall be required to reimburse the Authority for the actual costs the Authority incurs in demolishing, removing and/or disposing of such Removable Lessee Facilities and repairing any damage to the Leased Premises caused by such demolition and/or removal.

(b) Trade fixtures which are installed by Lessee may be removed by Lessee, at its expense, provided Lessee removes the same and repairs any damage caused by such removal during the Removal Period. Any trade fixtures not removed by Lessee during the Removal Period shall be considered abandoned by Lessee, and will automatically become Authority's property.

Section 12.04. Repair of Permanent Improvements

(a) Upon the expiration or termination of this Lease Agreement, all of the Permanent Improvements shall be in good operating condition, reasonable wear and tear excepted, and shall remain on and be surrendered with the Leased Premises as a part thereof. If during the Inspection Period the Authority should determine that any of the Permanent Improvements are not in good operating condition (taking into account reasonable wear and tear), the Authority may give Lessee written notice of a list of the Required Repairs on or before the tenth (10^{th}) day after the last day of the Inspection Period and Lessee shall promptly commence and thereafter diligently prosecute to completion the Required Repairs at its own expense. In the event of a dispute regarding the Required Repairs, the Parties shall resort to the dispute resolution provisions herein provided.

(b) The Authority, after notice to the Lessee with reasonable opportunity to cure, may make any of the Required Repairs which Lessee fails to make, and Lessee shall be required to reimburse the Authority for the actual costs the Authority incurs in making the Required Repairs.

Section 12.05. Rent During the Removal Period

Lessee shall not be obligated to pay any Rent during the Removal Period, but Lessee may not use the Leased Premises during the Removal Period for any purpose other than those specifically described in Sections 12.02 and 12.03.

ARTICLE 13
ASSIGNMENTS, SUBLEASES AND TRANSFERS

Section 13.01. Restrictions on Assignments, Subleases and Transfers

Lessee may not assign this Lease Agreement in whole or in part nor any interest therein nor sublease the Leased Premises nor any part thereof, nor grant any license, concession or other right of occupancy of any portion of the Leased Premises, nor permit the transfer of this Lease by operation of law or otherwise without the prior written consent of Authority, which approval shall not be unreasonably denied, delayed or conditioned. Consent of Authority to one or more assignments or subleases does not operate as a waiver of Authority's rights concerning any subsequent assignments or subleases. If this Lease Agreement is assigned, or if any of the Leased Premises, or any part thereof, is subleased or occupied by anyone other than the Lessee, then Authority may, after default by the Lessee, collect rent from the assignee, subtenant or occupant and apply the net amount collected, after the deduction of any costs of collection, including, but not limited to, reasonable and necessary attorneys' fees or other costs incurred by Authority, to Lessee's Rent provided for in this Lease Agreement. No assignment, sublease, occupancy or collection of Rent waives the obligations of Lessee under this Lease Agreement.

Section 13.02. Conditions

The following conditions automatically apply to each sublease, assignment or transfer by Lessee or any sublessee without the necessity of same being stated in or referred to in Authority's written consent:

(a) Lessee must execute, have acknowledged and deliver to Authority and cause the sublessee, assignee or other transferee (each a "***Transferee***") of any portion of Lessee's interest in this Lease Agreement, the leasehold estate created hereby or the Leased Premises to execute, have acknowledged and deliver to Authority, an instrument in form and substance reasonably acceptable to Authority in which:

(1) The Transferee adopts this Lease Agreement and assumes and agrees to perform, jointly and severally with Lessee, all of the obligations of Lessee hereunder, as to the interest transferred to it;

(2) Lessee and any guarantor of this Lease Agreement agrees with Authority that, if the rent or other consideration due by the Transferee exceeds the Rent for the

transferred portion of the Leased Premises, then Lessee shall, and any guarantor guarantees that Lessee shall, pay Authority as additional rent hereunder all such excess rent and other consideration immediately upon Lessee's receipt thereof;

(3) The Transferee agrees to use and occupy the transferred portion of the Leased Premises solely for the Permitted Uses under Section 5.01 and otherwise in strict accordance with this Lease Agreement; and

(4) Lessee and any guarantor acknowledge and agree in writing that, notwithstanding the sublease, assignment or transfer, Lessee and any guarantor remain directly and primarily liable for the performance of all the obligations of Lessee hereunder (including, without limitation, the obligation to pay all Rent), and Authority shall be permitted to enforce this Lease Agreement against Lessee, any guarantor or the Transferee, or all of them, without prior demand upon or proceeding in any way against any other persons.

(b) Lessee must deliver to Authority a counterpart of all instruments executed in connection with the sublease, assignment or other transfer executed by all parties to such transaction (except Authority); and

(c) Lessee shall pay or cause to be paid to Authority, at the time of the execution and delivery of the documents, the sum of Ten Thousand Dollars ($10,000) to cover Authority's administrative and legal costs for each sublease, assignment or transfer requested from Authority by Lessee or any sublessee.

ARTICLE 14
DEFAULT

Section 14.01. Event of Default

An "***Event of Default***" by the Lessee shall occur:

(1) if the Lessee fails to pay when due the Rent payable under this Lease, and any such default shall continue for thirty (30) days after the receipt of written notice thereof by the Lessee; or

(2) if the Lessee fails in any material respect to keep, perform, or observe any material covenant, condition, agreement, or obligation under this Lease (other than the payment of Rent) that is to be kept, performed or observed by Lessee, and shall fail to cure, correct or remedy such failure within sixty (60) days after Lessee has received written notice specifying such failure, unless such failure cannot be cured using commercially reasonable efforts within such period of sixty (60) days, in which case such failure shall not be deemed to continue if the Lessee proceeds with due diligence to cure the failure and diligently completes the curing thereof; or

(3) if the Lessee abandons the Leased Premises; or

(4) if the Lessee shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called "***Bankruptcy Laws***"), or if the Lessee shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property; (ii) admit in writing its inability to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors; (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law; or (v) acquiesce in writing to, any petition commencing an involuntary case against the Lessee pursuant to any Bankruptcy Law; or

(5) if an order for relief against the Lessee shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against the Lessee shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Lessee or proposing the reorganization of the Lessee under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Lessee, (ii) the appointment of a receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property, or (iii) any similar relief as to the Lessee pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

Section 14.02. <u>Rights and Remedies of Authority</u>

(a) Upon the occurrence of any Event of Default, Authority may, subject to any judicial process and notice to the extent required by Title 4, Chapter 24 of the Texas Property Code, as may be amended, in addition to all other rights and remedies afforded Authority hereunder or by law or equity, take any one or more or a combination of the following actions:

(1) Terminate this Lease by giving Lessee written notice thereof, in which event, Lessee shall pay to Authority the sum of (i) all Rent accrued hereunder through the date of termination, (ii) all amounts due under Section 14.03, and (iii) an amount equal to (A) the total Rent that Lessee would have been required to pay for the remainder of the term of this Lease discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates", minus (B) the then present fair rental value of the Leased Premises for such period, similarly discounted; or

(2) Terminate Lessee's right to possession of the Leased Premises without terminating this Lease by giving written notice thereof to Lessee, in which event Lessee shall pay to Authority (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 14.03, and

(iii) on the applicable due dates all Rent and other sums required hereunder to be paid by Lessee during the remainder of the Term of this Lease, reduced by any net sums thereafter received by Authority through reletting the Leased Premises during such period. Authority shall use reasonable efforts to relet the Leased Premises on such terms and conditions as Authority in its sole discretion may determine (including a term different from the term of this Lease, rental concessions, and alterations to, and improvement of the Leased Premises); however, Authority shall not be obligated to relet the Leased Premises before leasing other portions of the Authority's real estate. Authority shall not be liable for, nor shall Lessee's obligations hereunder be diminished because of, Authority's failure to relet the Leased Premises or to collect rent due for such reletting. Lessee shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Re-entry by Authority in the Leased Premises shall not affect Lessee's obligations hereunder for the unexpired Term of the Lease; rather, Authority may, from time to time, bring action against Lessee to collect amounts due by Lessee, without the necessity of Authority's waiting until the expiration of the term of the Lease. Unless Authority delivers written notice to Lessee expressly stating that it has elected to terminate this Lease, all actions taken by Authority to exclude or dispossess Lessee of the Leased Premises shall be deemed to be taken under this Section 14.02(a)(2). If Authority elects to proceed under this Section 14.02(a)(2), it may at any time thereafter, upon written notice to Lessee, terminate this Lease and, in such event, neither Authority nor Lessee shall have any further rights, obligations or liabilities hereunder after the date of termination, except to the extent that any covenants of this Lease are expressly said to survive termination of this Lease.

(b) Notwithstanding anything to the contrary contained in this Section 14.02, Lessee shall not be deemed to have waived any requirements of Authority to mitigate damages upon an Event of Default as required by law.

Section 14.03. Payments on Default

Upon the occurrence of any Event of Default, Lessee shall pay to Authority all costs incurred by Authority (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Leased Premises, (ii) removing and storing Lessee's or any other occupant's property, (iii) reasonably repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a reasonably marketable condition, (iv) if Lessee is dispossessed of the Leased Premises and this Lease is not terminated, reletting all or any part of the Leased Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Lessee's obligations which Lessee failed to perform, and (vi) enforcing its rights, remedies, and recourses arising out of the Event of Default.

Section 14.04. Default by Authority

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless and until Authority shall have failed to correct any such default within thirty (30) days (or such additional time as is reasonably required to correct any such default) following delivery of written notice from Lessee to Authority properly specifying any obligations Authority has failed to perform. If Authority fails to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept,

performed or observed by Authority, and if Authority fails to remedy the same within thirty (30) days after the Authority has been given a written notice specifying such default, then in such event Lessee may enforce the performance of this Lease by any method provided by law or equity.

Section 14.05. No Waiver

Any waiver, expressed or implied, by either Authority or Lessee to any breach of any agreement, covenant or obligation contained in this Lease Agreement shall operate as such only in the specific instance, and shall not be construed as waiver to any subsequent breach of such agreement, covenant or obligation.

ARTICLE 15
DISPUTE RESOLUTION AND MEDIATION

Section 15.01. Dispute Resolution

In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Lease, the Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may elect to refer the dispute to the respective upper management of the Parties by notice in writing to the other Party, and the appropriate upper management of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to upper management), then either Party may at any time thereafter resort to mediation, under the provisions of Section 15.02.

Section 15.02. Mediation

Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Lease Agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if Authority and Lessee are unable to agree upon a mediator within such time period either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator. 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.

ARTICLE 16
GENERAL PROVISIONS

Section 16.01. Compliance with Authority's Tariff

Lessee must comply with Authority's Tariff to the extent applicable to Lessee's tenancy or operations on the Leased Premises. Lessee must comply with the requirements of Item 669 of Authority's Tariff 100-A to the extent the same apply to Lessee, its agents, servants and employees.

Section 16.02. Inspection

Lessee will permit Authority and Authority's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this Lease Agreement, so long as any such inspection does not interfere with the Lessee's business operations on the Leased Premises.

In an emergency, Authority, its agents, servants and employees, may use any means to open any gate or door into or on the Leased Premises without any liability for doing so, except that Authority must provide notice to Lessee as soon as possible thereafter. Entry into the Leased Premises by Authority for any purpose permitted herein shall not constitute a trespass nor an eviction (constructive or otherwise), nor entitle Lessee to any abatement or reduction of rent, nor constitute grounds for any claim by Lessee (and Lessee hereby waives any such claim) for damages for any injury to or interference with Lessee's business, for loss of occupancy or quiet enjoyment or for consequential damages.

Section 16.03. No Partnership or Third Party Beneficiaries

The relationship between Authority and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture. This Lease Agreement is for the sole benefit of Authority and Lessee and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this Lease Agreement.

Section 16.04. Payments and Notices

(a) Unless Lessee has made arrangements to make payments to the Authority by wire transfer or other means, all payments, from Lessee to the Authority shall be mailed or delivered to the Authority, Attention: Executive Director, 222 Power Street, Corpus Christi, Texas 78401. All notices, demands or requests from Lessee to Authority shall be mailed or delivered to the Authority, Attention: Executive Director, 222 Power Street, Corpus Christi, Texas 78401, or faxed to the Authority, Attention: Executive Director at fax number (361) 882-7110.

(b) All notices, demands or requests from Authority to Lessee shall be mailed or delivered to the Lessee, Attention: Presiding Officer at P.O. Box 2767 Corpus Christi, Texas 78403, or faxed to the Lessee, Attention: Presiding Officer at fax number (361) 884-1659.

(c) Notices required to be given to either Party may be given by certified first-class mail, by overnight delivery or by fax, to the appropriate Party at its address or fax number listed

above. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, or on the next Business Day (if delivered by overnight delivery) addressed to the Party to be served. In all cases, notice will be considered delivered when received at the address stated for the addressee's receipt of notice. Either Party may change the address or fax number for notice by giving the other Party written notice as provided in this Section.

Section 16.05. Estoppel Certificate

On request, Lessee will execute an estoppel certificate that states the Effective Date and termination date of the Lease, describes any rights to extend the Term of the Lease, lists any defaults by Authority, and provides any other information regarding the terms of this Lease reasonably requested by the Authority.

Section 16.06. Abatement

Lessee's covenant to pay Rent and Authority's covenants are independent. Except as otherwise expressly provided in this Lease, Lessee shall not entitled to abatement of Rent for any reason.

ARTICLE 17
MISCELLANEOUS

Section 17.01. Parties Bound

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns, where assignment is permitted by this Lease Agreement.

Section 17.02. Applicable Law

THIS LEASE 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 LEASE AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. Venue of any action arising out of this Lease Agreement will be in Nueces County, Texas.

Section 17.03. Severability

If any part of this Lease Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

Section 17.04. Time of Essence

Time is of the essence with respect to each date or time specified in this Lease Agreement by which an event is to occur.

Section 17.05. Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

Section 17.06. Attorneys' Fees

In the event Authority or Lessee breach or default upon any of the terms of this Lease Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay the reasonable attorneys' fees incurred by the prevailing Party.

Section 17.07. Captions

All captions in this Lease Agreement are for reference and convenience only and shall not modify or affect the provisions of this Lease Agreement in any manner.

Section 17.08. Public Disclosure

(a) Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Lease Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this Lease Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee. Authority agrees to keep confidential the business terms of this Lease to the extent permitted by law. Authority shall provide immediate notice to Lessee of any open records request and allow Lessee to seek protective order within the statutory time limits.

(b) In the event that Authority is requested to disclose any information regarding Lessee or the transactions contemplated hereby which can be withheld under the Texas Public Information Act, Authority will provide the Lessee with prompt prior notice so that the Lessee may seek a protective order or other appropriate remedy and/or waive the right to have the information withheld.

Section 17.09. Brokers

Lessee hereby warrants and represents unto Authority that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this Lease Agreement, and agrees to defend, indemnify and hold harmless Authority from

and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under Lessee in connection with this Lease Agreement.

Authority hereby warrants and represents unto Lessee that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this Lease Agreement, and agrees to defend, indemnify and hold harmless Lessee from and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under Authority in connection with this Lease Agreement.

Section 17.10. Authority

Each of Lessee and Authority warrants and represents unto the other Party that (a) (if applicable) it is a duly organized and existing legal entity, in good standing in the state of Texas, (b) it has full right and authority to execute, deliver and perform this Lease Agreement, (c) the person executing this Lease Agreement on behalf of Lessee and Authority was authorized to do so, and (d) upon request, it will deliver to the other Party reasonable evidence of its authority to execute this Lease Agreement.

Section 17.11. Recording

Upon the request of either Party, Authority and Lessee shall execute a Memorandum of Lease, in the form agreed upon by the Parties, and either Party may record the Memorandum of Lease in the appropriate Real Property Records. Neither Party to this Lease may record this Lease without the express written consent of the other Party.

Section 17.12. Interpretation

Both Authority and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this Lease Agreement. Accordingly, no presumption will apply in favor of either Authority or Lessee in the interpretation of this Lease Agreement or in the resolution of the ambiguity of any provision hereof.

Section 17.13. *Force Majeure*

(a) In the event either Party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Party delayed in performing work or doing acts (herein "***force majeure***"), such Party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

(b) Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the Party seeking an extension of time delivering written notice of such *force majeure* to the other Party within five (5) Business Days of the event causing the *force majeure.* The maximum period of time which a Party may delay any act or performance of work due to *force majeure* shall be sixty (60) days unless repairs cannot reasonably be completed or

commenced within such 60 days, then such time shall be extended as reasonably necessary to complete the repairs due to the force majeure event.

Section 17.14. Contractual Relationship

Nothing contained in this Lease Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

Section 17.15. Entire Agreement

This Lease Agreement, including any exhibits hereto, constitutes the Parties' final and mutual agreement with respect to the subject matter hereof. There are no written or oral representations or understandings regarding the subject matter of this Lease Agreement that are not fully expressed in this Lease Agreement. No change, waiver or discharge is valid unless in a writing that is signed by the Party against whom it is sought to be enforced.

[Signature page follows this page]

AUTHORITY'S SIGNATURE PAGE

EXECUTED this ____ day of October 2017, but effective for all purposes as of the Amendment Date.

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

By: _____
John P. LaRue
Executive Director

STATE OF TEXAS §
§
COUNTY OF NUECES §

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

_____
NOTARY PUBLIC, STATE OF TEXAS

(Seal)

LESSEE'S SIGNATURE PAGE

EXECUTED this ____ day of October 2017, but effective for all purposes as of the Amendment Date.

LESSEE: **ARACOR, INC.,**
d/b/a ARANSAS-CORPUS CHRISTI PILOTS

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of October 2017, by _____, the _____ of _____, a _____ corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Seal)

EXHIBIT A

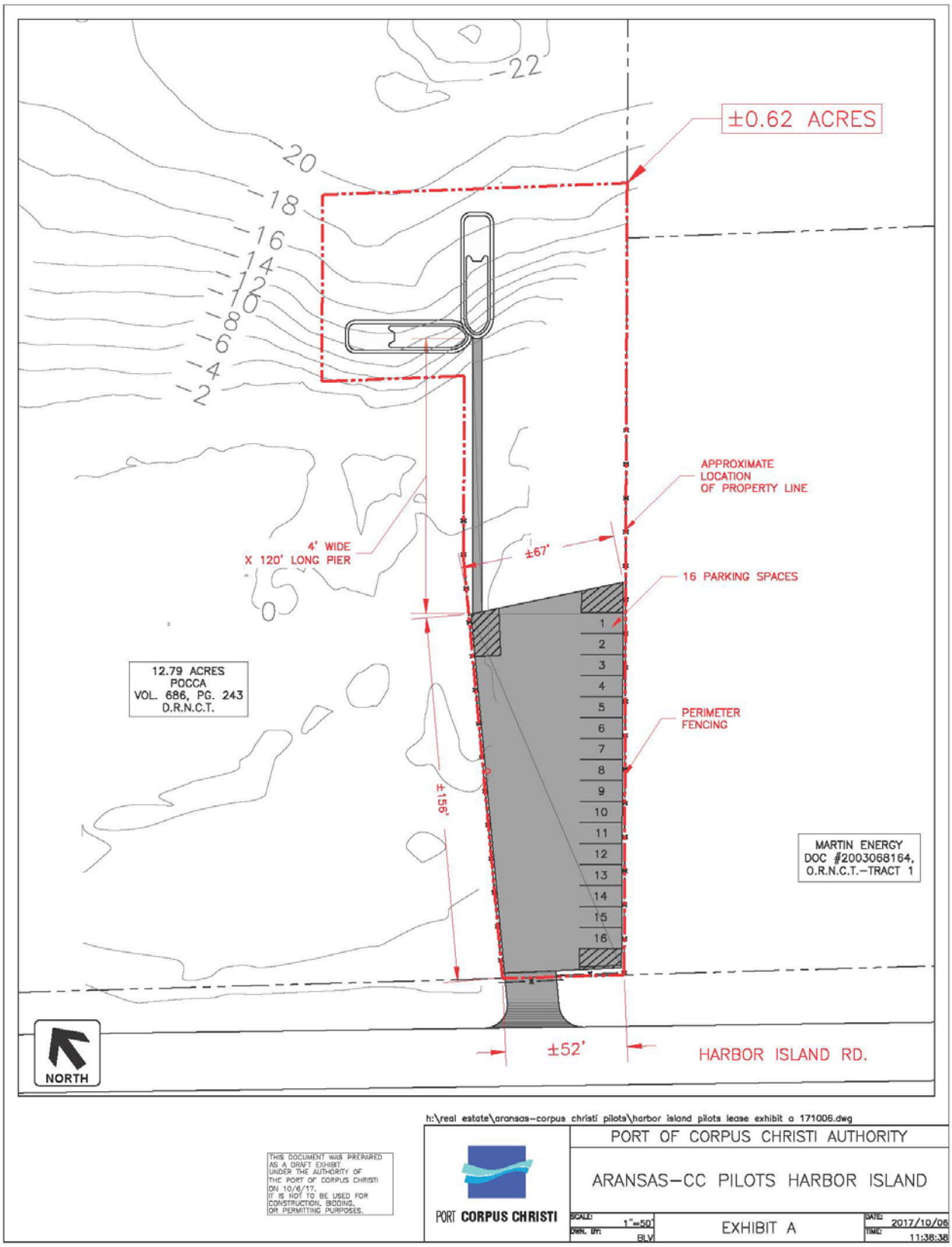

±0.62 ACRES
APPROXIMATE LOCATION OF PROPERTY LINE
4' WIDE X 120' LONG PIER
±67'
16 PARKING SPACES
12.79 ACRES POCCA VOL. 686, PG. 243 D.R.N.C.T.
PERIMETER FENCING
±156'
MARTIN ENERGY DOC #2003068164, O.R.N.C.T.–TRACT 1
NORTH
±52'
HARBOR ISLAND RD.
h:\real estate\aransas–corpus christi pilots\harbor island pilots lease exhibit a 171006.dwg
THIS DOCUMENT WAS PREPARED AS A DRAFT EXHIBIT UNDER THE AUTHORITY OF THE PORT OF CORPUS CHRISTI ON 10/6/17. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.
PORT CORPUS CHRISTI
PORT OF CORPUS CHRISTI AUTHORITY
ARANSAS–CC PILOTS HARBOR ISLAND
SCALE: 1"=50'
DWN. BY: BLV
EXHIBIT A
DATE: 2017/10/06
TIME: 11:38:38

EXHIBIT B

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Bonds	1	LS	$20,000.00	$20,000
Site Excavation	1,210	SY	$5.00	$6,050
Demolish Existing Fencing	52	LF	$10.00	$520
Compact Subgrade	1,210	SY	$5.00	$6,050
Geogrid	1,210	SY	$4.00	$4,840
6" Crushed Limstone Base	387	CY	$18.00	$6,966
2" HMAC Type D	1,210	SY	$15.00	$18,150
Pavement Markings	1	LS	$2,000.00	$2,000
24" Reinforced Concrete Pipe Culvert	30	LF	$100.00	$3,000
24" RCP Pipe SET	2	EA	$1,500.00	$3,000
6' Chainlink Fence (east and south boundary only)	256	LF	$30.00	$7,680
4' Wide Timber Walking Pier	120	LF	$300.00	$36,000
Piles/Bracing/Guards at end of pier for breasting	1	LS	$3,000.00	$3,000
Light Pole in parking lot	1	LS	$10,000.00	$10,000
Light Pole on Walking Pier	2	EA	$5,000.00	$10,000
Automatic Gate with PIN pad	1	LS	$10,000.00	$10,000
			Subtotal	$147,256
			15% Contingency	$22,088
			ESTIMATED CONSTRUCTION TOTAL	$169,344
Engineering Design (8%)				$13,548
Topograpic Survey (3%)				$5,080
Geotechnical Investigation (3%)				$5,080
Permitting (5%)				$8,467
			ESTIMATED PROJECT TOTAL	$201,520

Note: These costs do not include bid phase services or construction phase services.

EXHIBIT C

LESSEE'S INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Lessee or its insurers provided in this Lease Agreement, before commencing any material activities on the Leased Premises, Lessee shall procure and maintain at its sole expense during the Term of the Lease, and during any time period following expiration or termination of the Lease in which Lessee is required to perform additional work on the Leased Premises, the following policies of insurance (sometimes collectively referred to in this **Exhibit C** as the "***Policies***") and in at least the minimum amounts specified below:

(1) *Property Insurance*. Special form ("all risk") property insurance with no exclusions, except the standard printed exclusions, at Full Replacement Cost (hereinafter defined), covering Improvements on the Leased Premises and Lessee Facilities on Leased Premises (the "***Property Insurance***"). Coverage shall include, without limitation, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "***Full Replacement Cost***" shall mean the actual replacement cost of the Improvements and Lessee Facilities, including the cost of demolition and debris removal and without deduction for depreciation. The Authority shall be named as an additional insured on the Property Insurance to the extent "additional insured" status for the Authority is available with respect to such insurance. The proceeds of the Property Insurance shall be used for the restoration of the property so insured as provided in Section 10.01 and Section 10.02. Lessee shall provide to the Authority a certificate of the Property Insurance which reflects the above coverage requirements.

(2) *Workers' Compensation and Employer's Liability Insurance.* For all its employees engaged in performing work on the Leased Premises, workers' compensation insurance for at least the applicable statutory limit required by the Texas Workers' Compensation Code; and Employer's Liability insurance with at least $1,000,000 limit for each for bodily injury by accident, and at least a $1,000,000 limit for each employee for bodily injury by disease. Under the Worker's Compensation policy, Lessee shall provide a Waiver of Subrogation in favor of the Authority Parties on the Certificate of Insurance. In the event that the work of Lessee's employees on the Leased Premises falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Lessee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

(3) *Commercial General Liability Insurance.* Commercial General Liability (CGL) insurance coverage, which shall cover or be endorsed to cover bodily injury, personal injury, property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, with a per occurrence limit of $1,000,000 and aggregate limits of at least $2,000,000 and endorsed to name the Authority Parties as additional insureds on a primary, non-contributory basis.

(4) *Automobile Liability Insurance.* When any motor vehicles (owned, non-owned or hired by Lessee) are used in connection with work being performed on the Leased Premises, the Lessee shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

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

Lessee shall deliver to Authority, prior to the commencement of any material activity by Lessee on the Leased Premises, as proof of the insurance required of Lessee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this Lease) describing the Policies, which certificates must be in their form and content, reasonably acceptable to the Authority.

In the event that a claim is filed against the Authority and governed by the terms of this Lease, Lessee shall, upon receipt of a written request, deliver to the Authority, true and correct copies of the Policies required hereunder which may be responsive to the claim. In addition, to the extent that during the Term there shall occur any material changes in any of the Policies required hereunder, Lessee shall notify the Authority of such changes. In the event that Lessee fails to obtain or maintain any of the insurance required by this **Exhibit C**, the Authority retains the right to procure such insurance coverage and charge the Lessee the premium cost plus an additional 10% administrative fee.

From time to time during the Term to the extent that the Authority provides written notice to Lessee evidencing Authority's reasonable belief (in reasonable detail) that the amounts of coverage required by this **Exhibit C** have become insufficient to adequately protect the interests of the Authority, then upon Lessee's receipt of such notice the Parties will commence a dialog in good faith to discuss a possible adjustment to the coverage amounts herein provided, to adequately restore the protection afforded to the interests of the Authority.

Lessee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies. The company writing each of the Policies, except for Lessee's captive insurance company, must possess a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Authority if A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed). Lessee shall deliver to Authority a copy of the most recent audited financial statements of Lessee's captive insurance company before commencing any material activities on the Leased Premises under this Lease Agreement. Lessee represents and warrants to the Authority that the financial statements of Lessee's captive insurance company are audited annually by a certified public accountant. Lessee shall submit a copy of the audited financial statements of Lessee's captive insurance company to the Authority annually within one hundred eighty (180) days after the close of the captive insurance company's fiscal year.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of October 17, 2017

DATE: October 17, 2017

TO: Port Commission

FROM: John LaRue, Executive Director
john@pocca.com
361.816.3604

EXECUTIVE DIRECTOR'S REPORT
For the Month of September 2017

SAFETY

Safety Activities

The first formal Safety Policy for PCCA was approved by Commission September 19, 2017. Safety is in the final design development stage on a PCCA Visitor Safety Information Card and be ready to print by the end of the week.

OH&S Management System

Risk Assessments for Machine Guarding, Lockout/Tagout and Confined Spaces are scheduled for early next week. Training on each program will commence immediately after that same week.

Safety Committee

The Safety Committee developed and now utilizes a monthly Safety Communications that is emailed to all employees as well as posted at each outer facility. Every month will address a new topic. The month of August focused on preventing strains and sprains. Below is a sample of the educational communications that is disseminated:

FIRE PREVENTION

Space heaters can be a common fixture in the workplace during the colder months, and when used correctly, they can provide warm relief. However, if space heaters are used improperly, are

Port of Corpus Christi Authority

Monthly Safety Data Report

September 2017

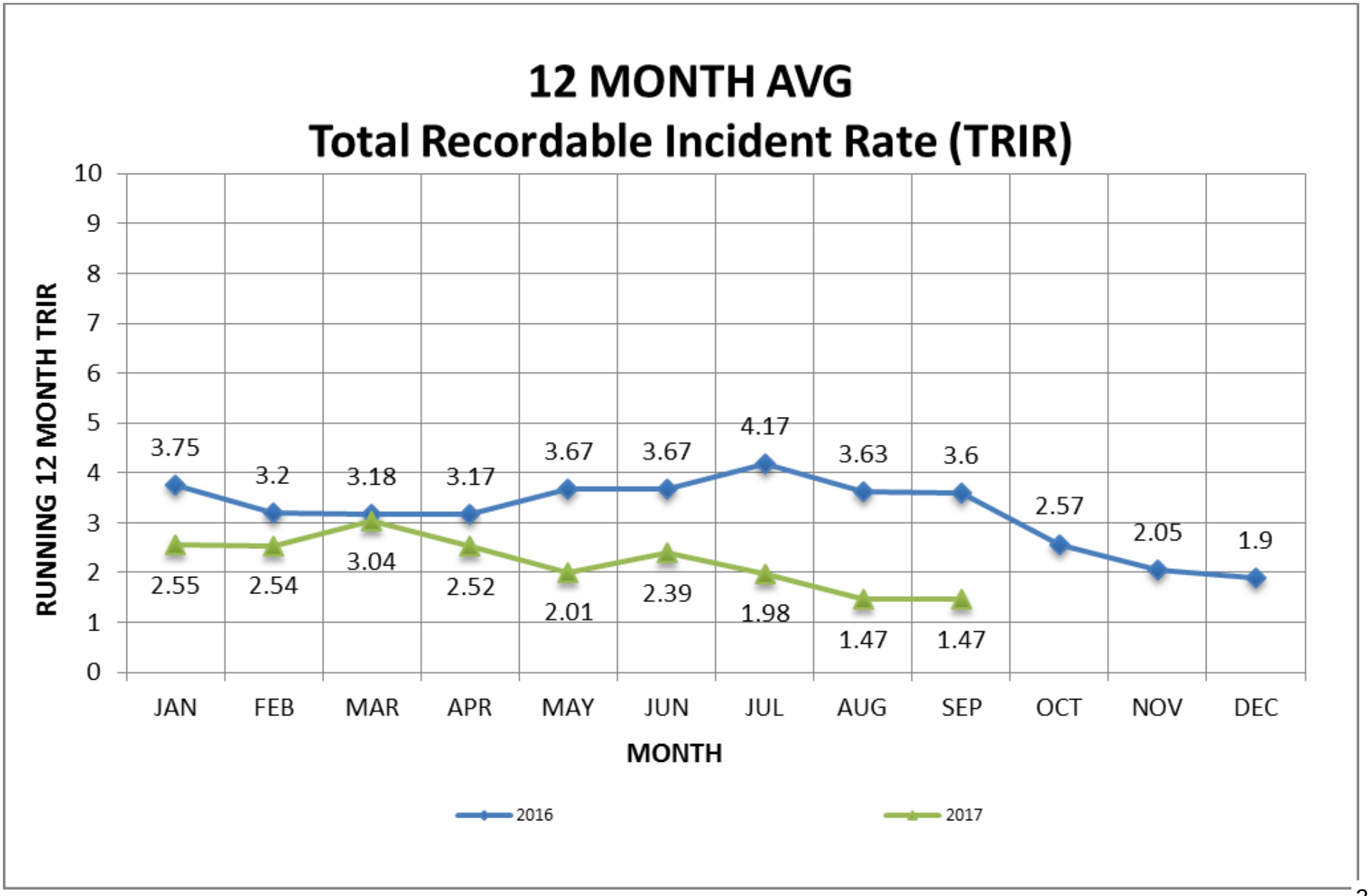
Safety	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	214		21		43		49		101	
Hours Worked	30,742	299,298	2,961	34,387	5,892	57,435	9,267	71,739	12,622	135,737
First Aid Cases	2	12	1	5	1	4	0	2	0	1
Recordable Injuries	0	4	0	1	0	2	0	1	0	0
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	2	0	1	0	0	0	1	0	0
Number of Days Lost	0	8	0	3	0	3	0	2	0	0
Restricted Cases	0	1	0	1	0	0	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	0	4	0	1	0	2	0	1	0	0
INCIDENT RATE (YTD)		**2.67**		**5.82**		**6.96**		**2.79**		**0.00**
Types of Injuries										
Slips/Trips/Falls	0	2	0	0	0	0	0	1	0	1
Struck By	1	3	0	1	1	2	0	0	0	0
Strains/Sprains	0	4	0	0	0	3	0	1	0	0
Cuts/Lacerations/Punctures	0	2	0	0	0	1	0	1	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	1	0	0	0	1	0	0	0	0
Insect Bites	0	0	0	1	0	2	0	0	0	0
Other	1	4	1	2	0	2	0	0	0	0
TOTAL FIRST AID/RECORDABLES	**2**	**16**	**1**	**6**	**1**	**6**	**0**	**3**	**0**	**1**

Days Since Last Lost Time Case	Hours Since Last Lost Time Case	Days Since Last Recordable Injury/Illness	Hours Since Last Recordable Injury/Illness
108	864	109	872

Date of Last Lost Time Case	Date of Last Recordable
Thursday, June 15, 2017	Wednesday, June 14, 2017

12 Month Rolling Average

October 2016 - September 2017:	406,438	Hours Worked
Total **R**ecordable **I**ncident **R**ate (TRIR):	1.47	


12 MONTH AVG
Total Recordable Incident Rate (TRIR)
RUNNING 12 MONTH TRIR
10
9
8
7
6
5
4
3
2
1
0
3.75
3.2
3.18
3.17
3.67
3.67
4.17
3.63
3.6
2.57
2.05
1.9
2.55
2.54
3.04
2.52
2.01
2.39
1.98
1.47
1.47
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH
2016
2017

SAFETY COMMUNICATIONS

PORT CORPUS CHRISTI

Incident Report for the Month of August

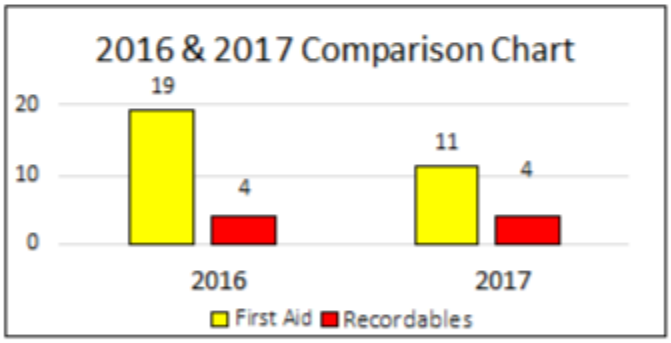
Incident 1

- An employee was lifting a sand bag in preparation for storm when sand bag busted, shifting employees weight and causing employee to injure lower back. Employee immediately reported injury to his supervisor.

Injury Prevention

- Stays in Control
- Exhibits Caution

According to the Pennsylvania Department of Labor—*Unsafe Acts cause four times* as many accidents as unsafe conditions do. Photo: Gaba Bio



August Port TRIR: 1.47

2017 Injuries:

Slips/Trips/Falls = 2

Struck By = 3

Strain/Sprain = 3

Cuts/Lacerations = 2

Other = 5

Safety Suggestions

- **Storm water drain at maintenance is galvanized steel, suggestion is to replace with stainless steel.**
  - Status: Complete—design to be updated during next service work order. POC: Danielle Converse
- **Storm water drain at maintenance needs a ladder to access Storm Water Filter System.**
  - Status: Complete—Maintenance will begin using portable ladder to access Storm Water Filter System. POC: Danielle Converse
- **Paint booth needed at East stall at shop 2.**
  - Status: Complete—Not required as facility is open air and applicable PPE is utilized. All concerns have been met. POC: Angela Leyva
- **Maintenance trucks need headache racks/strobe lights.**
  - Status: In Progress POC: Rat Garcia
  - Estimated time of completion: End of September
- **Change entry into boats when boat is at water level.**
  - Status: Researching POC: Angela Leyva
  - Estimated time of completion: End of September
- **Boom truck training.**
  - Status: Complete POC: TJ Gonzalez
- **Striping on Joe Fulton needs to be repainted.**
  - Status: Researching POC: Louis Donato
  - Estimated time of completion: TBD
- **Safety Should have their own website.**
  - Status: Under Review POC: Angela Leyva
  - Estimated time of completion: End of 2018 if implemented.
- **Time for employees to stretch.**
  - Status: Complete—Employee training on the benefits of stretching before/during work will be presented at one of the 2018 Safety Lunch and Learn. POC: Angela Leyva/Israel Garcia

OPERATIONS

Harbormaster's Office

Ship Arrivals	Tankers	Freighters	Year to Date Ships
September 2017	114	34	1374
September 2016	104	39	1240

Ocean Going Barge Arrivals	Ocean Going Tank Barges	Ocean Going Freight Barges
September 2017	24	1
September 2016	37	2

Barge Arrivals	Tank Barges	Freight Barges	Year to Date All Barge Types
September 2017	189	25	3276
September 2016	353	1	3432

Shifting	Tankers	Freighters	Ocean Going Tank Barges	Ocean Going Freight Barges	Tank Barges	Freight Barges
September 2017	33	3	9	2	622	12
September 2016	16	8	10	0	944	0

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
September 2017	4.93	7.97
September 2016	4.77	13.10

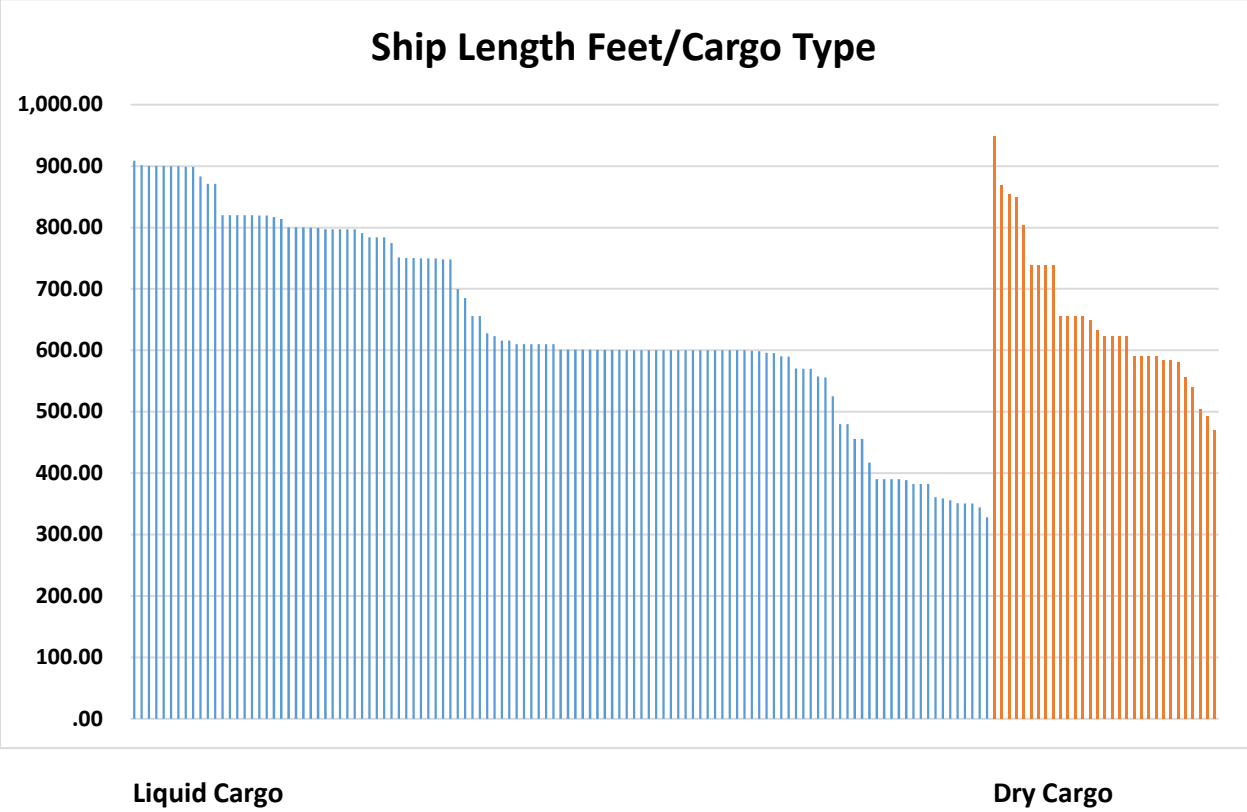
Channel Disruptions

September 2017*

*The Ship Channel was restricted to a maximum draft of 43 feet from 9/1st to 9/22nd.
*The Ship Channel was restricted to day light only transit was in place from 9/1st to 9/27th.
*The Ship Channel was restricted to one-way traffic from 9/1st to 9/30th.

September 2016

There were 72.5 hours of channel disruption in September due to the chokepoint between ADM and Citgo 1. 1 outbound and 2 inbound vessels were delayed.



YARDS & RAIL

- Rail traffic slow with ADM doing **350** railcars of wheat/milo in September, ship at dock , 1 at anchorage
- AHMSA/UPRR
  HBI pad to rail at BMD ongoing, HBI cargo on pads – **231** railcars loaded outbound in September
- **1179** total revenue rail cars in September 2017 compared to **1993** revenue cars in September 2016
- Working on Agreement (Restated CCPN 1997 Joint Operating) with Welder, Strawbridge and Class 1 RR's in Port legal review
- 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
- T G Mercer pipe yard at Rincon – yard empty – retained lease until end of year
- Warehouses 26/27cargo moved into to CD14, 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 available - TXDOT ROW established in yard
- USNS Mendonca docked CD 14/15 departure date unknown
- South side laydown yard TXDOT ROW cleared for fence installation, laydown space affected. Military cargo, 1500 pieces in by rail. Loaded onto ARC ENDURANCE departed 10/2
- 842nd has repeated their request for additional office space on south and north side of inner harbor to facilitate upcoming military cargo moves
- MG construction stopped, no word on restart or completion

CARGO DOCKS

- CD 10 - warehouse foundation TXDOT contractor fenced off ROW
- CD 8 – 04 vessels arrived September
- CD 9 – 06 vessels arrived September
- CD 15 – warehouse has over 100 pallets bottled water stored for City of Corpus Christi

MAINTENANCE

Ortiz Center:

- Picked up and delivered benches, ashtrays, trashcans and other items to be powder coated.
- Continued with lighting retrofit project.
- Located short circuit on lighting at Nueces room and repaired.
- Ran new wires and installed GFI outlet in kitchen area.

Commissioners Court:

- Set up and tear down stage.

Guard Houses:

- Continue with remodeling of temporary guard shed for BMD as requested by Carlos Martinez.
- Replaced key core on pedestrian gate at Avenue F gate 24F.
- Sealed and caulked window at Viola.
- Purchased and replaced door locksets, adjusted and lubricated doors at Avery.
- Replaced contactor coil on area lighting at Viola.

Administration Building:

- Assisted procurement dept. with various furniture moves from offices to warehouse and warehouse to offices.
- Assist various personnel with hanging pictures, maps, furniture moves, etc.
- Resumed and completed repairs to non-functioning elevator.
- Inspect and tightened bolts on spiral staircase.

- Assist Printer delivery personnel with use of hoist in emergency stair well.
- Repaired hot and cold deck leaks causing building to be cold.
- Meet with 3rd Coast to attain quote for pneumatic a/c control replacement.
- Replaced rotted cabinet boards under 3rd floor kitchen sink.
- Loaded and delivered PA sound system to Admin for congressman use.

Annex building:

- Repaired refrigerator freezer at 3rd floor break room.
- Met with Sonya to discuss removal of wall in engineering office scheduled to start next month.
- Replaced belts on natural gas generator.

Port Security/PD:

- Repaired marine fuel pump.
- Repaired a/c unit in telecommunications room.
- Replaced non-working portable under desk heaters.
- Repaired and service Safe boat lifts.
- Repaired and replaced lamps and ballasts in Captains' office.
- Located and repaired rain water leak in locker room.

BMD:

- Replaced water pump on ice machine in break room.
- Troubleshoot and repaired mini split a/c unit in locker room.

Cargo Docks:

- Resumed and completed fire hose test and inspections for all Cargo Docks.
- Continued with installation of exit lights on personnel doors at CD 14.
- Replaced wood door with metal door in clerk office as requested by military at CD 15.
- Completed fabrication of step ladders for CD 9 and CD 1.
- Removed abandoned conduit and wiring at CD 15.
- Replaced fire system riser drain line at CD 9.
- Troubleshoot and repaired electric breakers at CD 15.

Oil Docks:

- Filled up water tank for OD 14 (4X).
- Replaced burnet out fan motor on a/c for OD 9.
- Reconnected discharge side pipe on lift station for OD 7.
- Repaired water leak on 3" line at OD 12.
- Fabricate mooring bits for OD 4.
- Replaced fire monitor valve on east end of OD 7.
- Replaced batteries in navigational light on West structure of OD 1.

Fire Barge:

- Arranged to have slop and dirty oil tanks pumped out.
- Arranged to get quotes and made repairs to Port ballast piping and electrical conduit to davit.
- Met with Director Mylett to discuss budgeting of pending and upcoming repair items.

Gates, Fences, signs and Roads:

- Repaired and secured gate #91.
- Affix crosswalk stickers at Maintenance road Navigation & Texaco.
- Repaired rolling gate track at Avenue F.
- Replaced "No Trespassing" sign on gate 95.
- Installed new gates at West fishing area restricted area Gate #98.
- Repaired downed fence Property North East outside Avenue F.

Maintenance shops:

- Replaced pressure switch on air compressor at shop 1.
- Replaced water pump on large ice machine at shop 1.
- Replaced LED light fixtures in DV and Gilbert's office.
- Troubleshoot and repaired Supervisor's office a/c.

Property Other:

- Reinstalled storm drain filters on all outfalls and outlets are requested. (Danielle Converse)
- Inspected and serviced rock groin navigational lights at Harbor Island.
- Assist engineering with launching and retrieving work boat. (Paul Carangelo)
- Assist engineering with ordering dumpster and removing debris from Shell Yard. (Troy Barton)
- Reset fault alarm on Stroman Generator.
- Repaired lighting at North observation tower under Harbor Bridge.
- Assist Military operations by delivering light towers, ordering dumpsters and Skid o can and cleaning Whataburger parking lot.

Maintenance Routine:

- Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz.
- Conduct weekly departmental Safety Meetings.
- Conduct Monthly EMS meetings.
- Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island.
- Conduct monthly test and inspections of sanitary sewer lift stations Port wide.
- Conduct monthly inspections, flush and test all potable water ship outlets.
- Attain monthly potable water sub meter readings.
- Conduct weekly inspections, tests and repairs of all PCCA area lighting.
- Routine daily maintenance and PM's of equipment and vehicles.
- Routine daily Janitorial services to all PCCA facilities.
- Conduct daily mowing operations throughout Port facilities.

Maintenance Personnel:

- 19 maintenance employees attended training class with Peter Mclees

Hurricane Related Items:

- Picked up generator from Aransas Pass utility and delivered back to Orion Drilling.
- Delivered and later picked up Forklift # 513 that was loaned out to the city of Aransas Pass.
- Repaired North side channel entrance “No Trespassing” sign.
- Replaced electrical contractor on Jockey pump and main fire pump at Avery point fire house.
- Repaired light fixtures and secured loose wiring in front awning at Ortiz Center.
- Continued repairing or replacing road and warning signs throughout Port areas.
- Replaced elevator flooring, removed and disposed of loose floor tiles. Got wet during storm.
- Inspect and check alarm on generator located at Port Aransas pilot office, added 3 qts oil.
- Delivered and later picked up loaner shop fans from Aransas Pass fire department.
- Ordered and installed Navigational lights for Harbor Island docks.
- Assist Coast guard with generator installation to charge ATON lights, disconnect and removed generator once power was restored.

BULK TERMINAL

Bulk Dock 1 (Unload) All tonnages are shown in Short Tons

Commodity	# of Vessels	Total Tonnage
Barite	0	-

2017 Month Total	-
2016 Month Total	11,024
Difference	**(11,024)**

2017 Annual Total	434,339
2016 Annual Total	332,209
Difference	**102,130**

Bulk Dock 2 (Load)

Commodity	# of Vessels	Total Tonnage
Petcoke	4	132,860
Sulfur	1	29,763

2017 Month Total	162,623
2016 Month Total	173,893
Difference	**(11,269)**

2017 Annual Total	1,084,868
2016 Annual Total	1,199,282
Difference	**(114,415)**

Improvement Projects/Key Points:

- Bulk Terminal Master Plan Ongoing (final report expected mid-October)
- RFP Issued for Design, Installation, and Commissioning of Rail-Mounted Multi-Purpose Ship Unloading Crane for BMD1
- Notice to Proceed issued for Storm Water Quality Improvement Project @ Bulk Terminal

-

GOVERNMENT AFFAIRS

LOCAL

- Attended United Chamber Government Affairs committee meeting, PICC Public/Government Affairs committee meeting, USCE Colonel Zetterstrom post hurricane meeting, Channel Improvement Project meeting with Trafigura and Buckeye, Military Surface Deployment Distribution meeting with Commanding General Ryan.

STATE

- Hosted numerous state and federal officials to the Port during post hurricane recovery efforts.
- Both the Texas House of Representatives and Texas Senate have issued interim charges related to Hurricane Harvey. Government Affairs will continue to monitor for port impact/opportunities.

FEDERAL

- Participated in AAPA meetings with congressional members and key committee staff to advocate for port issues.
- Participated in the annual Coastal Bend to DC Day with executive staff, port commission and community leaders, hosted a stakeholder meeting with industry partners to gain support for our channel improvement project.
- Working with port grant team to submit numerous state and federal grants, obtain support from community and elected officials.
- Congress returned for August recess with a busy agenda, top items include passing FY2018 appropriation bills, tax reform, etc. Government Affairs will be monitoring trade, EPA, port security grant program, US Coast Guard funding, National Estuary Program funding, infrastructure package, WRDA and Harbor Maintenance Tax reform, etc.

Dan Patrick
Lieutenant Governor of Texas
President of the Senate

2017 Interim Legislative Charges: Hurricane Harvey Response

September 28, 2017

2017 Interim Legislative Charges: Hurricane Harvey Response

Agriculture, Water and Rural Affairs Committee

- Study and make recommendations on how to move forward with water infrastructure projects in the State Water Plan that will help mitigate floods through flood control, diversion, and storage projects. Evaluate plans for a possible third reservoir in addition to Addicks and Barker to control and alleviate additional flooding in the region. Additionally, review the current status of reservoir projects in Texas. Examine opportunities for coordination between federal and state agencies to develop flood mitigation infrastructure, and the ongoing maintenance and restoration of critical dam infrastructure.

- Study and identify ways to improve the capacity and maintain the structure of the Addicks and Barker Reservoirs. Report on mechanisms that would ensure the public has access to timely and transparent release figures from reservoirs across the state.

- Evaluate current state data-sharing standards for rainfall and stream gauges and whether regional flood management projects and flood warnings should be hosted in a centralized location, such as a state agency web page. Determine whether a statewide real-time flood warning system could be developed and coordinated through mobile devices, TxDOT electronic signage, communication devices and whether existing local and regional forecasting infrastructure could be integrated into a centralized inclement weather forecasting system.

Business and Commerce Committee

- Study infrastructure security and energy restoration post weather events. Identify ways state government entities can help utilities more effectively stage pre-hurricane mobilization crews for managing resources before an event.

- Examine state mortgage requirements regarding the notification of homebuyers on their need for flood insurance in flood plains and flood pool areas and make recommendations on how to better inform consumers.

- Examine local government regulations, including occupational licenses, as related to Hurricane Harvey and determine if any are a detriment to rebuilding efforts.

- Examine and make recommendations on the need for changes to the Texas Constitution for home equity lenders to offer various forms of relief to Texas homeowners affected by natural disasters including, among others, the authority to enter into deferment agreements. This examination should include a study of home equity rules regarding negotiation, modification and refinancing and

whether constitutionally established time periods can be waived in times of disasters.

Education Committee

- Assess and make recommendations for state and local K-12 hurricane recovery efforts. Examine the crisis management response of the Texas Education Agency and identify changes to the Education Code that would expedite the state response to school districts and public charter schools in the aftermath of any disaster.

- Determine the impact on school finance of possible state actions such as, but not limited to, changes to student enrollment calculations or property valuation. Assess student displacement caused by Hurricane Harvey and consider actions the Commissioner of Education may take to adjust attendance levels or calculations in the wake of a disaster. Make recommendations for legislative action including potential changes to the process and timeliness of payments to districts by private insurers, FEMA and the state.

Finance Committee

- Monitor all funds currently being used to address Hurricane Harvey relief and recovery. Identify ways to maximize the use of federal funds and ensure the efficient use of state funds.

- Evaluate the long-term impact of Hurricane Harvey on the Texas economy and the gulf coast region.

Select Senate Committee on Government Reform

- Evaluate how property tax law could better advance disaster recovery after Hurricane Harvey while ensuring that taxpayers are protected from excessive taxation and wasteful spending.

- Study the statutory changes necessary, if any, for a municipality to be able to redirect revenue from Tax Increment Reinvestment Zones (TIRZ) for a set period of time to assist in paying the costs associated with recovery and rebuilding necessary infrastructure following a disaster declaration by the Governor or President.

Health and Human Services Committee

- Review the state's response to Hurricane Harvey with a focus on public health efforts at the local and state level. The review should include an analysis of the state and local response related to vector control, immunization needs, utilization of health-related volunteers, adequacy of an emergency medical network,

evacuation of vulnerable populations from state operated or regulated facilities, and coordination between all levels of government. Recommend any legislative changes necessary to improve public health response and coordination during and after a disaster.

- Evaluate the impact of Hurricane Harvey on the capacity of out-of-home placements and care for youth involved with the juvenile justice and child welfare systems. Determine how the state can ensure support is available to provide appropriate care as close to home as possible as facilities and offices are rebuilt.

- Evaluate the efficiency of the Supplemental Nutrition Assistance Program (SNAP) and the Disaster-SNAP programs following Hurricane Harvey in impacted areas.

Intergovernmental Relations Committee

- Examine and report on ways to improve the coordination of rebuilding housing and infrastructure following a natural disaster, including evaluating additional cost effective options for FEMA to utilize in providing direct housing assistance immediately following a disaster, creation of comprehensive lists of housing opportunities or web portals to disseminate information to survivors, ways to automatically waive local government regulations to facilitate rebuilding, and additional local resources available for rebuilding efforts.

- Monitor the distribution of federal disaster relief funds related to housing and infrastructure, including community development block grant (CDBG) funds, to ensure the timely dissemination of monies by state entities to local governments for reconstruction efforts. Develop recommendations for any statutory changes necessary to improve the efficiency of disaster recovery efforts, maximize housing and infrastructure funds, and ensure cooperation between private and government partners.

- Review and recommend options to expedite debris removal, including cutting unnecessary regulation and streamlining the process.

- Identify and report on existing disaster training opportunities available for local officials and make recommendations for training programs that equip them to efficiently interact with state and federal agencies during times of disaster.

State Affairs Committee

- Review the interaction between federal, state, and local agencies in charge of responding to natural disasters. Examine emergency situation operations, including evacuation routes and procedures, and the efficient use of Disaster Recovery Centers. Make recommendations to ensure emergency management

officials have the tools and authority necessary to promptly and appropriately respond to disaster areas and alert citizens to potential threats.

- Study and make recommendations on the benefit of the state maintaining a single, web-based source of comprehensive information that outlines the State Emergency Operations during times of disaster.

- Review the Attorney General's efforts related to price-gouging and identify existing issues with current law, if any, that could be remedied to further protect Texans during times of disaster.

- Review laws related to looting crimes. Examine whether current penalties and enhancements are sufficient to deter looting crimes during a disaster.

Transportation Committee

- Study the impact of Hurricane Harvey on the state's transportation infrastructure and make recommendations on how best to rebuild assets efficiently and effectively.

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Texas House of Representatives

House Representative

Straus, Joe

FOR IMMEDIATE RELEASE ***09/14/2017***

SPEAKER STRAUS ISSUES HARVEY-RELATED INTERIM CHARGES

AUSTIN – Texas House Speaker Joe Straus on Thursday asked three House committees to begin studying issues related to Hurricane Harvey and state preparations for future natural disasters.

In total, Speaker Straus issued five interim charges, which are instructions the Speaker gives House committees to guide their work preparing for the next legislative session. He plans to release a full list of interim charges, including more issues related to Harvey, in the next couple of months.

Speaker Straus announced the following charges Thursday:

• Committee on Appropriations: Examine the use of federal funds by state agencies responding to the effects of Harvey and identify opportunities to maximize the use of federal funds to reduce the impact of future natural disasters. Also identify the need for state resources to respond to Hurricane Harvey relief and recovery efforts, as well as opportunities for state investment in infrastructure projects that will reduce the impact of future natural disasters.

• Committee on Public Education: Determine, to the extent possible, the scope of financial losses, including facilities, that resulted from Harvey. Recommend possible state actions, such as changes to student counts or property valuation, to mitigate any negative impact on districts and ensure governance structures and parameters allow for effective responses.

• Committee on Public Education: Recommend any measures needed at the state level to prevent unintended punitive consequences to both students and districts in the state accountability system as a result of Harvey and its aftermath.

• Committee on Public Education: Examine the educational opportunities offered to students displaced by Harvey throughout the state and the process by which districts enroll and serve those students. Recommend any changes that could improve the process for students or help districts serving a disproportionate number of displaced students.

• Committee on Natural Resources: Examine the following issues within the committee's jurisdiction regarding Harvey and flooding in general: the role of regional entities in developing projects to control flooding, both through new infrastructure and enhancing existing infrastructure; mitigation efforts that would reduce the impact of future flood events, and strategies to fund those efforts; and the response of public entities that own or operate dams to large-scale rain events, including how such entities make decisions regarding dam and reservoir operations during such events, coordinate with state and local emergency management officials, and communicate with the public.

Speaker Straus announced the charges in a letter asking Members of the House to suggest issues that committees should study leading up to the next regular legislative session, which will begin in 2019.

"The next year will provide a valuable opportunity for committees to listen to the public, research solutions, and recommend action that the House should take in 2019," Speaker Straus wrote. "However, we know that this is not going to be a normal legislative interim. Hurricane Harvey has devastated our state and upended the lives of millions of Texans. While the state is taking a number of immediate actions to help Texans begin to recover, and will continue to do so, the Legislature will have a substantial role to play in both the recovery process and in preparation for future storms. The importance of getting these issues right when we meet again demands that we start working on them now."

Speaker Straus added in his letter, "As we begin a legislative response to this devastating storm and as we look at all of the issues expected to come before the House in the next couple of years, I hope that we will continue to focus on doing what is in the best interest of Texas and the people we represent. I also hope you'll point us in a direction that will lead to new and innovative solutions, even as we confront familiar challenges."

Texas House of Representatives

BBC

MEMORANDUM

To: Nelda Olivo

From: Hugo Berlanga

Re: September Report

Date: October 7, 2017

Below, please find an update on issues of interest to the Port. Also, please find a brief summary of those activities conducted by Berlanga Business Consultants on behalf of the Port:

Governor Abbott announced that he will not call a special session to address issues created by Hurricane Harvey. As for federal funding, the U.S. House approved $15 billion for Harvey relief. The funding is meant to be a short-term measure until a more extensive bill can be negotiated. The measure passed the U.S. House 316-90, and the U.S. Senate 80-17. All but four Texas elected officials voted for the measure.

In the aftermath of hurricane Harvey, House Speaker Strauss has assigned interim charges to the House Committee on Appropriations, the House Committee on Public Education and the House Committee on Natural Resources. The interim charges are as follows:

House Committee on Appropriations: 1. Examine the use of federal funds by state agencies responding to the effects of Harvey and identify opportunities to maximize the use of federal funds to reduce the impact of future natural disasters. 2. Identify the need for state resources to respond to Hurricane Harvey relief and recovery efforts, as well as opportunities for state investment in infrastructure projects that will reduce the impact of future natural disasters.

House Committee on Public Education: 1. Determine, to the extent possible, the scope of financial losses, including facilities that resulted from Harvey. 2. Recommend possible state actions, such as changes to student counts or property valuation, to mitigate any negative impact on districts and ensure governance structures and parameters allow for effective responses.

House Committee on Public Education: 1. Examine the following issues within the committee's jurisdiction regarding Harvey and flooding in general: the role of regional entities in developing projects to control flooding, both through new infrastructure and enhancing existing infrastructure; mitigation efforts that would reduce the impact of future

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flood events, and strategies to fund those efforts; and the response of public entities that own or operate dams to large-scale rain events, including how such entities make decisions regarding dam and reservoir operations during such events, coordinate with state and local emergency management officials, and communicate with the public.

Lieutenant Governor Dan Patrick also issued interim charges in relation to Hurricane Harvey for several Senate Committees. The interim charges are as follows:

Senate Committee on Agriculture, Water and Rural Affairs: 1. Study and make recommendations on how to move forward with water infrastructure projects in the State Water Plan that will help mitigate floods through flood control, diversion, and storage projects. Evaluate plans for a possible third reservoir in addition to Addicks and Barker to control and alleviate additional flooding in the region. Additionally, review the current status of reservoir projects in Texas. Examine opportunities for coordination between federal and state agencies to develop flood mitigation infrastructure, and the ongoing maintenance and restoration of critical dam infrastructure. 2. Study and identify ways to improve the capacity and maintain the structure of the Addicks and Barker Reservoirs. Report on mechanisms that would ensure the public has access to timely and transparent release figures from reservoirs across the state. 3. Evaluate current state data-sharing standards for rainfall and stream gauges and whether regional flood management projects and flood warnings should be hosted in a centralized location, such as a state agency web page. Determine whether a statewide real-time flood warning system could be developed and coordinated through mobile devices, TxDOT electronic signage, communication devices and whether existing local and regional forecasting infrastructure could be integrated into a centralized inclement weather forecasting system.

Senate Committee on Business and Commerce: 1. Study infrastructure security and energy restoration post weather events. Identify ways state government entities can help utilities more effectively stage prehurricane mobilization crews for managing resources before an event. 2. Examine state mortgage requirements regarding the notification of homebuyers on their need for flood insurance in flood plains and flood pool areas and make recommendations on how to better inform consumers. 3. Examine local government regulations, including occupational licenses, as related to Hurricane Harvey and determine if any are a detriment to rebuilding efforts. 4. Examine and make recommendations on the need for changes to the Texas Constitution for home equity lenders to offer various forms of relief to Texas homeowners affected by natural disasters including, among others, the authority to enter into deferment agreements. This examination should include a study of home equity rules regarding negotiation, modification and refinancing and whether constitutionally established time periods can be waived in times of disasters.

Senate Committee on Education: 1. Assess and make recommendations for state and local K-12 hurricane recovery efforts. Examine the crisis management response of the Texas Education Agency and identify changes to the Education Code that would expedite the state response to school districts and public charter schools in the aftermath of any disaster. 2. Determine the impact on school finance of possible state actions such as, but not limited to, changes to student enrollment calculations or property valuation. Assess student displacement caused by Hurricane Harvey and consider actions the Commissioner of Education may take to adjust attendance levels or calculations in the wake of a disaster.

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Make recommendations for legislative action including potential changes to the process and timeliness of payments to districts by private insurers, FEMA and the state.

Senate Committee on Finance: 1. Monitor all funds currently being used to address Hurricane Harvey relief and recovery. Identify ways to maximize the use of federal funds and ensure the efficient use of state funds. 2. Evaluate the long-term impact of Hurricane Harvey on the Texas economy and the gulf coast region.

Select Senate Committee on Government Reform: 1. Evaluate how property tax law could better advance disaster recovery after Hurricane Harvey while ensuring that taxpayers are protected from excessive taxation and wasteful spending. 2. Study the statutory changes necessary, if any, for a municipality to be able to redirect revenue from Tax Increment Reinvestment Zones (TIRZ) for a set period of time to assist in paying the costs associated with recovery and rebuilding necessary infrastructure following a disaster declaration by the Governor or President.

Senate Committee on Health and Human Services: 1. Review the state's response to Hurricane Harvey with a focus on public health efforts at the local and state level. The review should include an analysis of the state and local response related to vector control, immunization needs, utilization of health-related volunteers, adequacy of an emergency medical network, and evacuation of vulnerable populations from state operated or regulated facilities, and coordination between all levels of government. Recommend any legislative changes necessary to improve public health response and coordination during and after a disaster. 2. Evaluate the impact of Hurricane Harvey on the capacity of out-of-home placements and care for youth involved with the juvenile justice and child welfare systems. Determine how the state can ensure support is available to provide appropriate care as close to home as possible as facilities and offices are rebuilt. 3. Evaluate the efficiency of the Supplemental Nutrition Assistance Program (SNAP) and the Disaster-SNAP programs following Hurricane Harvey in impacted areas.

Senate Committee on Intergovernmental Relations: 1. Examine and report on ways to improve the coordination of rebuilding housing and infrastructure following a natural disaster, including evaluating additional cost effective options for FEMA to utilize in providing direct housing assistance immediately following a disaster, creation of comprehensive lists of housing opportunities or web portals to disseminate information to survivors, ways to automatically waive local government regulations to facilitate rebuilding, and additional local resources available for rebuilding efforts. 2. Monitor the distribution of federal disaster relief funds related to housing and infrastructure, including community development block grant (CDBG) funds, to ensure the timely dissemination of monies by state entities to local governments for reconstruction efforts. Develop recommendations for any statutory changes necessary to improve the efficiency of disaster recovery efforts, maximize housing and infrastructure funds, and ensure cooperation between private and government partners. 3. Review and recommend options to expedite debris removal, including cutting unnecessary regulation and streamlining the process. 4. Identify and report on existing disaster training opportunities available for local officials and make recommendations for training programs that equip them to efficiently interact with state and federal agencies during times of disaster.

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Senate Committee on State Affairs: 1. Review the interaction between federal, state, and local agencies in charge of responding to natural disasters. Examine emergency situation operations, including evacuation routes and procedures, and the efficient use of Disaster Recovery Centers. Make recommendations to ensure emergency management officials have the tools and authority necessary to promptly and appropriately respond to disaster areas and alert citizens to potential threats. 2. Study and make recommendations on the benefit of the state maintaining a single, web-based source of comprehensive information that outlines the State Emergency Operations during times of disaster. 3. Review the Attorney General's efforts related to price-gouging and identify existing issues with current law, if any, that could be remedied to further protect Texans during times of disaster. 4. Review laws related to looting crimes. Examine whether current penalties and enhancements are sufficient to deter looting crimes during a disaster.

Senate Committee on Transportation: 1. Study the impact of Hurricane Harvey on the state's transportation infrastructure and make recommendations on how best to rebuild assets efficiently and effectively.

In re-election news Rep. Cindy Burkett (R-Sunnyvale) announced her intent to challenge Sen. Bob Hall (R-Edgewood) for Senate District 2.

Rep. Pat Fallon (R-Frisco) announced he will challenge Sen. Craig Estes (R- Wichita Falls) for Senate District 30

In the race to replace Sen. Van Taylor (R-Collin), who is running for Congress, Angela Paxton a guidance counselor and the wife of Texas Attorney General Ken Paxton announced her campaign for the seat. Phillip Huffines, Dallas County Republican Party Chairman, had previously announced his bid for the vacated Senate District 8 seat. This race has the makings to be a brutal campaign.

Rep. Larry Phillips (R-Sherman) will not seek re-election.

Rep. Dan Flynn (R-Van Zandt) announced he will seek re-election.

In the House of Representatives, as of this month, there will be six open seats.

Rep. Phil King (R-Weatherford) announced his intent to run for Speaker of the House next session challenging current Speaker Joe Strauss (R-San Antonio).

The U.S. Supreme Court temporarily blocked the ruling which would have forced Texas to redraw the state's Congressional and House maps. This ruling is temporary pending the appeal, but will most likely allow the 2018 elections will use current Congressional and House districts.

In other court news, a three judge appellate panel ruled that certain provisions of Senate Bill 4 or the "Sanctuary Cities" bill are clear to go into effect as the case moves on to the appeals process. The ruling partially overturns a decision by U.S. District Judge Orlando Garcia which temporarily stayed portions of Senate Bill 4, such as the requirement of jail officials to honor all detainers. The panel also ruled that portions of SB 4 that prevent

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"materially limiting" cooperation with ICE official are too vague and will allow this provision to be decided on appeal. The panel also ruled that the injunction relating to the provision that prevents local governments from "adopting, enforcing or endorsing" policies that specifically stop of limit enforcing immigrations laws will stand, but only in relation to the word "endorse." The appeal is set for November 6th

Governor Abbott announced several changes in his staff; Luis Saenz is the new Chief of Staff, Tommy Williams joins as a fiscal adviser, John Colyandro as a senior adviser, Walter Fisher as the legislative director and Peggy Venable as the appointments director.

Governor Abbott has appointed Bruce Bugg as Chairman of the Texas Transportation Commission, DeAnn Walker as Chair of the Public Utility Commission and Kent Sullivan as the Commissioner of Insurance.

- Attended the PORT Board Meeting held on September 19, 2017;

- 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.

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ERBEN & YARBROUGH

807 BRAZOS STREET, SUITE 402

AUSTIN, TEXAS 78701

(512) 472-1682

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

From: Brian Yarbrough and Janiece Crenwelge
Date: September 30, 2017
Re: Activities on behalf of Port Corpus Christi during September 2017

September 1: Monitor Port press releases announcing the restricted opening of the Corpus Christi Ship Channel after Hurricane Harvey.

September 4: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

September 5: Review communication from the Port regarding the Port Commission's approval of a Project Partnership Agreement with the U.S. Army Corps of Engineers for the deepening and widening of the Corpus Christi Ship Channel.

September 8: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

September 11: Review communication from the Port about the signing of the Project Partnership Agreement for the deepening and widening of the Corpus Christi Ship Channel.

September 13: Meeting with Rep. Lina Ortega (D-El Paso), member of International Trade and Intergovernmental Affairs Committee and Select Committee on Texas Ports, Innovation and Infrastructure. Meeting with Tracy King (D-Uvalde), member of the Select Committee on Texas Ports, Innovation and Infrastructure.

September 14: Evaluate the interim charges related to Hurricane Harvey issued by House Speaker Joe Straus for Port interests. The House Appropriations committee will study opportunities for state investment in infrastructure projects that will reduce the impact of future natural disasters. Meeting with Wayne Faircloth (R-Galveston), member of the Select Committee on Texas Ports, Innovation and Infrastructure.

September 15: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

September 20: Review of leadership changes at the Texas Transportation Commission. Research and preparation of memoranda to staff regarding the new Chair of the Texas Transportation Commission. Transmittal of same to Nelda Olivo.

September 22: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff. Meeting with Office of the Governor regrading Port legislation passed during the 85th Legislative session relating to duties of district treasurer.

September 25: Meeting with the Office of Sen. Hinojosa for update on Port issues. Request a printing of SB 1131 by Hinojosa with the Governor's signature. SB 1131 clarified the authority of a designated officer of a navigation district to make payments from district funds without authorization from the district treasurer.

September 26: Meeting with the Office of Rep. Lozano for update on Port issues. Meeting with Rep. John Wray (R-Waxahachie). Member of the House Transportation Committee.

September 28: Evaluate the interim charges related to Hurricane Harvey issued by Lieutenant Governor Dan Patrick for Port interests. Senate Finance is charged with evaluating the long-term economic impact of the storm on Texas and the gulf coast region, and Senate Transportation will review the impact of Harvey on transportation infrastructure and recommend how best to reconstruct. Meeting with Dade Phelan (R-Port Neches), member of the Select Committee on Texas Ports, Innovation and Infrastructure.

September 29: Attend a Texas Tribune-hosted conversation with John Sharp, chair of the Governor's Commission to Rebuild Texas in the wake of Hurricane Harvey, to listen for issues of interest to the Port.

Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

September 1-30: Conferences with the offices of Sen. Hinojosa, Reps. Hunter, Herrero, and Lozano regarding Port issues. Conduct review of and legal research on legislation enacted by the 85th Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.

BORSKI ASSOCIATES, LLC

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MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: October 5, 2017
Re: Monthly Report

Ship Channel Improvement Project

The Army Corps will be determining priorities for the FY18 Work Plan and FY19 Budget based on recommendations from its regional offices, the availability of FY18 funds, its multiyear financial projections, and OMB funding levels. These decisions will be in process until after an FY18 Appropriations bill governing Army Corps programs is passed into law. Within roughly 60 days of this occurring, the Army Corps will issue the FY18 Work Plan.

Decisions on FY19 funding are contingent on completing the FY18 budget, so that Army Corps has an understanding of what projects can be funded. The President's budget is typically released in very early February and final decisions are often made as late as early January. We advised POCCA of this schedule and the need to fully mobilize stakeholders during this critical period.

FY18 Appropriations

Congress has funded government programs through a continuing resolution that will last until December 8th. While both the House and Senate Appropriations Committees have made steady progress towards a bipartisan package, any final omnibus could get tangled into larger debates about annual spending, the debt ceiling, and other expiring programs.

Conservatives Members of Congress have grown frustrated that their policy priorities have not been enacted into law. From repealing the Affordable Care Act to cutting federal spending, these priorities have not gained much traction in a closely divided Congress. This creates difficulties for the Republican leadership, who are forced to choose between the realities of governing and assuaging a significant portion of their conference. If tax reform stalls (which we believe is very possible), House conservatives are likely to insist on their other priorities, which could include

spending cuts and/or policy riders attached to an omnibus.

This hypothetical scenario could delay final consideration of an FY18 appropriations package or even lead to year long continuing resolution. We will advise POCCA of any developments and potential impacts of such a scenario on CCSIP funding.

TIGER Grants

The Department of Transportation announced the application process for $500 million in discretionary grants through the Transportation Investment Generating Economic Recovery (TIGER) program.

The Notice of Funding Availability (NOFA) maintains the application process and selection criteria used in previous rounds. However, the program this year will give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in **rural areas**, such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity, or facilitate economic growth or competitiveness. USDOT defines rural area as an area outside an Urbanized Area as designated by the U.S. Census Bureau. USDOT will consider a project to be in a rural area if the majority of the project (i.e. where the majority of the money is to be spent) is located in a rural area.

Projects in urban areas will be funded in this round. However, rural projects will get a larger share of the grant funding than in previous rounds. The deadline to submit an application for the FY 2017 TIGER grant program is Monday, October 16. We prepared a memo on this project and a summary of the NOFA for POCCA staff.

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Firm Client:	Port of Corpus Christi Authority, Texas
Primary Client Team:	Barry Rhoads, Steven McKnight, & Charles Brittingham II
Services Period:	September 30, 2017

Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

- Substantive consulting on federal government issues on behalf of PCCA
  - Arranged client meeting with Corps of Engineers officials to discuss new Project Partnership Agreement and future progress on Corpus Christi Channel Improvement Project.
  - Arranged client meeting with Office of Management & Budget regarding status of Channel Improvement Project and need for future funding.
  - Arranged client meeting with and Department of Energy regarding status of Channel Improvement Project and need for future funding.
  - Held informal meetings with Executive Branch officials prior to client visit to Washington, DC.

- Legislative Liaison and Monitoring
  - Arranged client meetings with Members and staff reporting on status of Channel Improvement Project and need for future funding.
  - Reported to delegation on status of post-Hurricane recovery of operations at Port.
  - Met with Members of Texas delegation regarding role of Port in supporting national defense.
  - Worked with Senate staff on multi-state Senate letter of support for funding of Corpus Christi Channel Improvement Project.
  - Discussed potential for post-Hurricane Harvey funding through future disaster supplemental appropriations legislation and agency action.

- 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.
  - Hosted meeting and briefing of Port of Corpus Christi customer representatives on coordination of efforts to seek funding for Channel Improvement project.
  - Assisted in planning and coordinated activities related to signing ceremony for Project Partnership Agreement.
  - Reviewed news media coverage of new developments at Port and other PCCA activities.

BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Vessel calls during September: Wind energy cargo vessels: 4
- Staff continued regular communications regarding on-going projects with designated carriers, agents and logistics providers towards seamless operational procedures
- Staff continued collaboration with Chinese wind turbine manufacturer and logistics provider regarding 2017 project near Austin.
- Staff attended regular update meetings with local stevedore for cooperative planning purposes.
- Staff continued collaboration with external wind consultant regarding future projections.
- Staff collaborated with wind turbine manufacturer, stevedore and internal department regarding long-term storage of import of wind turbine components at industrial park site.
- Staff continued investigation of new direct discharge opportunity for major OEM.
- Staff continued communication with wind turbine tower manufacturer for export opportunity.
- Staff initiated communication with wind energy project developer for re-power import opportunity in Q1 2018.
- Staff assisted with communications with pertinent entities during and post Hurricane Harvey.
- Staff initiated preparations for BreakBulk Expo (Oct 17-19)
- Staff assisted with issues regarding a private laydown yard in close proximity to the jetties.
- Staff initiated assistance with project to increase laydown space at Industrial Park.
- Staff collaborated with efforts of Strategic Plan Update.
- Staff collaborated with 2018 Budget forecasts.

PROJECT CARGO

- Vessel calls during September: Project cargo vessels: 0

DRY BULK CARGO

- Have contacted a logistics company who's interested in importing super bags with barite.
- one of the Port's Class One Railroads could be doubling its export loadings of HBI to Mexico in the near future.
- Working with other Port Staff on the draft Bulk Terminal Master Plan providing recommendations for additional warehouse/storage capabilities.

- Participated at the annual KCS meeting and discussed additional cargo handling opportunities from this Port into Mexico.
- Continue working on the transloading logistics with companies seeking to use BD3 for transloading of refined petroleum products from barge/ship to railcar operations.

GENERAL CARGO

- Supported Military Deployment and assist in preparations for additional open storage areas for those exports anticipated for the month of November.
- Received the visit of a couple of Logistics Companies who are pursuing imports of large pipe for the gas industry through this Port.
- Finalizing the agreement to handle transloading of refrigerant and biodiesel products from rail onto truck.
- The overall revenue, January to September, achieved for general cargoes (not taking wind cargo components in consideration) is $2.7 million. Thus, anticipate exceeding the $3 million by end December.

LATIN AMERICA TRADE

- Preparing for a panel presentation-discussion on NAFTA which will take place in a few weeks in Monterrey, Mexico.
- Received an update from Palermo Port Terminal indicating that oil & gas drilling plans are moving forward for those sites within the Magdalena river. Finished barite, in superbags could be requested from this Port into Colombia.

GENERAL ACTIVITIES

- Staff received Quest for Quality award on Port's behalf from Logistics Management Magazine.
- Staff assisted with wind turbine and project cargo identification for accurate billing of monthly open yard and covered storage.
- Staff continued collaboration with Commercial team member towards successful laydown yard projection report.

FOREIGN TRADE ZONE

FTZ Manager hosted an all-day seminar with Foreign Trade Zone (FTZ) operators and local Customs and Border Protection (CBP) officers on Thursday, September 21, 2017 at the Texas State Aquarium. Guest speakers from POCCA Harbor Master Office, Business Development, and Police Department spoke about port developments, safety and general port information concerning FTZ operations. CBP officers updated Zone operators on current CBP and FTZ trade status and changes. A survey was completed by all FTZ operators at the end of the similar and a mass consensus stated that this seminar was very informative and beneficial.

Superior Weighting, LLC site was granted FTZ authorization by FTZ Board. FTZ Manager will work with local CBP to get site activated.

FTZ Manager is working with internal Business Development staff and Wind Energy companies interested in FTZ General Purpose designation usage.

ORTIZ CENTER - OVATIONS

October begins the “Season of Giving” here in Corpus Christi. Many of the Gala Fundraising events in our city are held at the Ortiz Center. We kick off the month with South Texas Botanical Gardens on October 7th. This is their third year here, and the first time we will assist Texas Roadhouse, the outside caterer, with a plated meal. We follow up with Habitat for Humanity in week #2, one of their largest events yet, and this year we have upsold them on pre-purchased drink tickets, increasing revenue on this to event by more than $2000. Tejano Civil Rights Museum, Wildlife in Focus and the Texas Jazz Fest round out the third week. All of these are returning, legacy clients and will bring well over 1,000 people to the Ortiz Center over a three-day period. Finishing off the month is Young Business Professionals honoring none other than our own “Superwoman”, Barbara Canales. Scattered among all of these significant events are 4 weddings and the numerous “bread and butter” events that keep us busy at all times of the year.

Reflecting back over the last month and the clients who were affected by the hurricane, we identified 10 events with a total dollar value of just over $39,000 as lost revenue. These events were cancelled outright by the client as they found their infrastructures and resources strained with recovery and rebuilding. To maintain customer loyalty and retention, Spectra at the Ortiz Center released all 10 clients from their contractual obligation. Also affecting sales this year were $38,000 in events that rescheduled to future dates. Additionally, many signature events continue to experience a decrease in attendance and sponsorships. The ability of the Ortiz Center to quickly reopen and reach out to all upcoming client events assisted in mitigating the loss or cancellation of additional events.

As part of our commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided $21,000 in discounts and sponsorships to various not for 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 2016 totals and numbers to-date for 2017 activity.

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**

2017	Guest Attendance	Number of Events	Revenue
January	3,712	40	$152,998
February	5,875	45	$227,214
March	6,761	56	$296,571
1st Quarter	**16,348**	**141**	**$676,783**
April	5,019	42	$190,831
May	4,998	54	$187,993
June	6,504	60	$238,244
2nd Quarter	**16,521**	**156**	**$617,068**
July	2,172	34	$90,695
August	3,271	45	$136,584
September	3,814	37	$131,282
3rd Quarter	**9,257**	**116**	**$358,561**
October			
November			
December			
4th Quarter			
YTD Total	**42,126**	**413**	**$1,652,412**

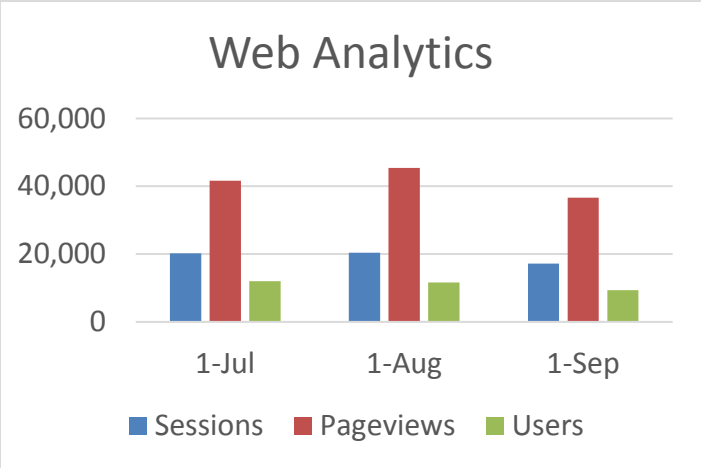
COMMUNICATIONS

August Staff & Employee Events:

- Wellness luncheon
- Worked on Hillcrest TXDoT monthly report
- Various wellness related meetings
- Planning of annual golf tournament
- Strategic Plan update Goal 3 team meetings
- Working on planning of upcoming participation at FALL conferences and tradeshows
- Working on filming new set of videos for the Port
- Participated in various staff leadership training events
- Supported staff for different conferences and events local, regional and international (see attached file)

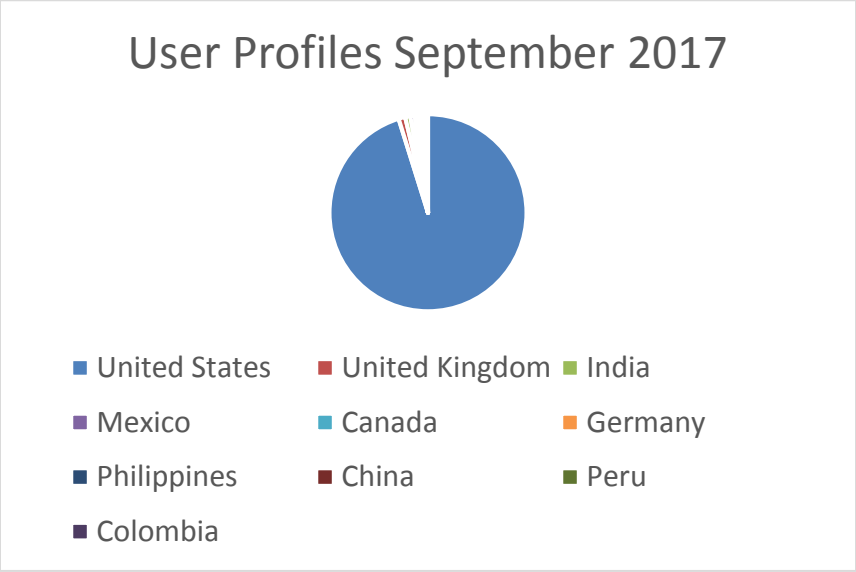
New Media Marketing Management

- **PortOfCorpusChristi.com (September 1 - 30, 2017)**
  - Website Analytics
    - 17,208 Sessions
    - 36,600 Pageviews
    - 9,396 Users



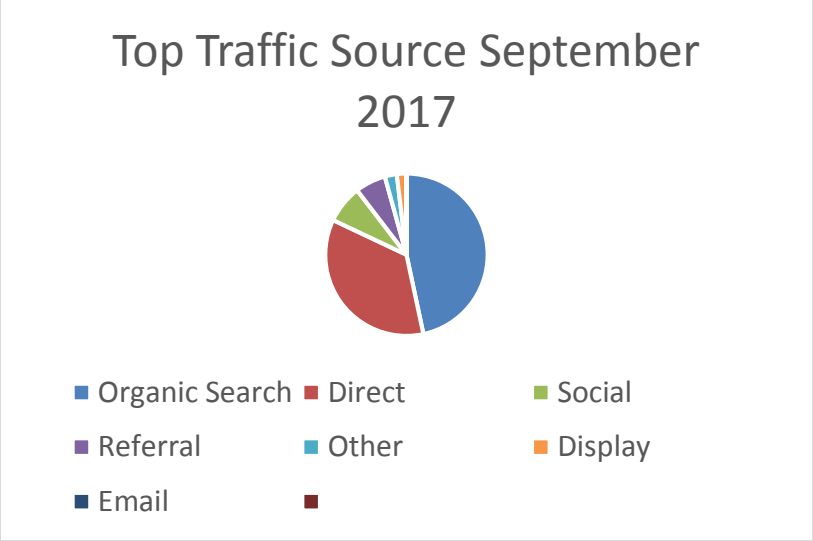
- User Profiles

Country	Sessions	% Sessions
United States	15,726	91.39%
United Kingdom	181	1.05%
India	139	0.81%
Mexico	120	0.70%
Canada	97	0.56%
Germany	64	0.37%
Philippines	60	0.35%
China	48	0.28%
Peru	46	0.27%
Colombia	42	0.24%



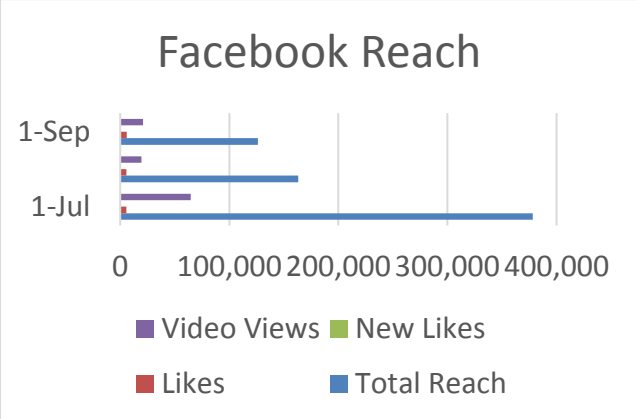
- Top Traffic Source

Source	Sessions
Direct	7,017
Organic Search	6,951
Social	1,784
Referral	1,044
Display	257
Other	145
Email	10

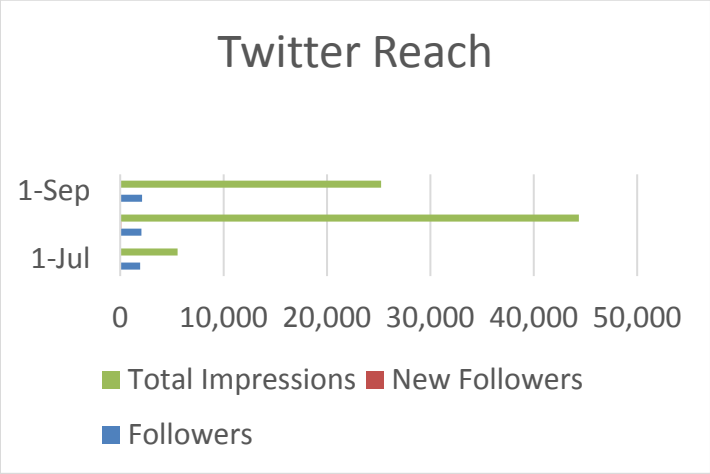


SOCIAL MEDIA – (September 1 - 30, 2017)

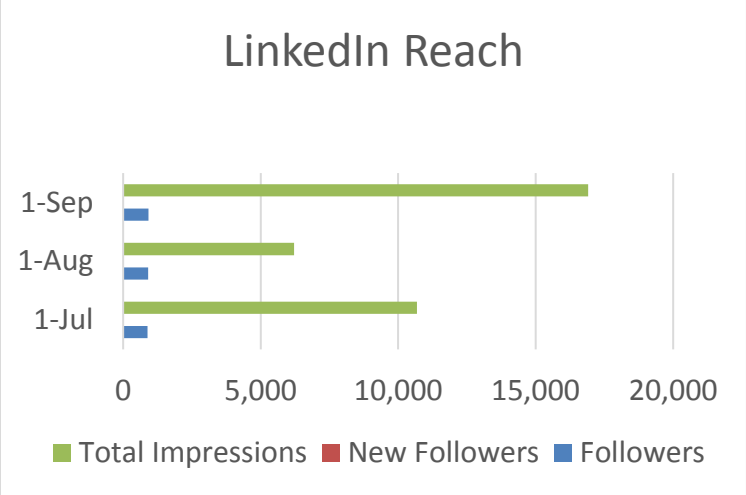
- Facebook
  - 5,956 Likes
  - 81 New Likes
  - 126,145 Total Reach
  - 20,928 Video Views



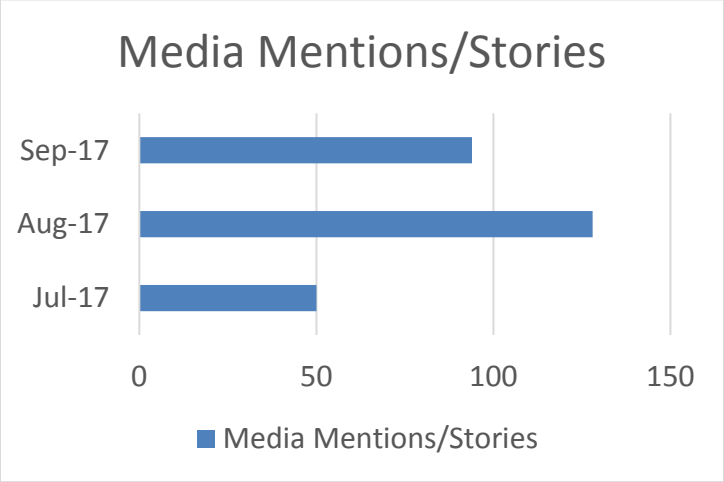
- Twitter
  - 2,115 Followers
  - 55 New Followers
  - 25,235 Impressions (Organic)



- LinkedIn
  - 16,912 Impressions
  - 918 Followers
  - 14 New Followers



- Media Mentions/Web Stories (September 1-30, 2017)
    - 94 Mentions (Communications - News and Social - EDR – September 2017)



- Port Stories and News Releases:

1. *Port Recovery and Channel Opening Update on CNN International*
2. *Vessels Arriving – Corpus Christi Currently Largest Refining Center Fully Operational on Texas Gulf Coast*
3. *Press Release: Port of Corpus Christi Approves Project Partnership Agreement with the U.S. Army Corps of Engineers for Deepening & Widening of the Corpus Christi Ship Channel*
4. *Accelerated Funding and PPA for Ship Channel Improvement Project – Vital Step for Economic Growth, Operational Safety*
5. *Press Release: Port of Corpus Christi and U.S. Army Corps of Engineers Sign Project Partnership Agreement for Deepening & Widening of the Corpus Christi Ship Channel*
6. *Media Advisory: The Port Corpus Christi Energy Exchange Heads to Midland, Texas*
7. *Team Effort Between Port, US Army Corps of Engineers Accelerates Critical Corpus Christi Ship Channel Project*
8. *Texas Monthly Magazine Features: The Port of Corpus Christi's Boom*
9. *Port Executives Host Permian Energy Insiders*
10. *Along with Ship Channel Expansion, New Bridge – Corpus Christi Prepares for a Future of VLCCs*
11. *Corpus Christi a Critical Key as United States Becomes a Net Energy Exporter*
12. *Media Advisory: Ship Channel Vessel Restriction Conditions Post Hurricane Harvey Lifted*

Agency

Marketing Recap:
- Visitor Safety Cards
- Chairman Lozano Breakfast – invite & banner
- State of the Port Creative
- Port Leadership Retreat evite
- Ship Channel Improvement Project Signing evite
- LNGgc Europe Targeted Ads
- Infrastructure Celebration evite
- 2018 Media Planning

Upcoming projects include:
- State of the Port presentation and event planning/graphics
- Safety Management System – Terminology Sheet
- Collateral materials in Mandarin

Port Leadership Retreat evite

Chairman Lozano Breakfast – evite & banner

Visitor Safety Cards (Still in Progress)

Moving America's Energy – Business to Business Ad Campaign

2017 Digital Campaign: Purchased $108,518.26 | 2017

Jul '17	*Aug '17*	*Sep '17*
America Economia eNewsletter breakbulk.com heavyliftpfi.com Latin Trade eNewsletter NACleanEnergy.com seatrade-maritime.com T21.com.mx	America Economia eNewsletter breakbulk.com heavyliftpfi.com ITJ eNewsletter Latin Trade eNewsletter seatrade-maritime.com T21.com.mx	America Economia eNewsletter breakbulk.com heavyliftpfi.com ITJ eNewsletter Latin Trade eNewsletter seatrade-maritime.com T21.com.mx
Impressions: 1,467,888 CPM: $8.34	Impressions: 773,300 CPM: $9.01	Impressions: Avg. CPM

Negotiated Added Value $102,320.56

***Reports not available at the time of this report.**

2017 Print Campaign: Purchased $70,012,32 | 2017 Negotiated Added Value $58,051.43

July '17	*Aug '17*	*Sep '17*
Breakbulk Magazine –Dist. at Asia Conference SHALE Magazine	Global Trade Magazine T21 Revista	AAPA Member Directory Heavy Lift International – Ports & Terminals Journal of Commerce – Texas Transportation Laredo Morning Times – Logistics Symposium North American Clean Energy SHALE Magazine – Environmental
Circulation: 52,500 CPM: $62.75	Circulation: 51,175 CPM: $77.40	Circulation: 141,536 CPM: $87.53

CPM = Cost Per Thousand

Laredo Morning Times – Logistics & Manufacturing

Heavy Lift September Issue – Ports & Terminals

Feel the Energy – Community Awareness Campaign

The Feel the Energy campaign is a community campaign that runs in the Corpus Christi Designated Market Area (DMA). The campaign includes :15 videos and online banner ads featuring port operations, values, and statistics.

	Videos	*Online Banners*
April – Commerce		
May – Efficiency		
June - Reliability		
July - Solutions		

Media Recap (as of 9.29.17)

Print	*Online*	*Ride in Theater* ***Outdoor Movie Sponsorship***	*HOOKS* ***Homestands***	*Movie Theaters*
Caller-Times *Aransas Pass Progress* *Ingleside Index* *Portland News* *San Patricio News* *Coastal Bend Herald* *Port A South Jetty* *Island Moon* *Nueces County Record Star*	Facebook Brand Exchange YouTube	June – The Outsiders July – Teen Witch September – Better Off Dead	April – September 70 game recap: 67 HOOKS Wins 2,288 Season Members 100,596 Social Media Followers	Century 16 NorthShore Cinema
Circulation: 57,753 CPM: $232.17	Impressions: 2,273,014 CPM: $14.30	Attendees YTD: 920 CPM: Not available	Attendees: 331,242 CPM: $24.86	Not available at time of report

PORT CORPUS CHRISTI

EDR Major Event Tracker: September 2017

Date	Event
September 1, 2017	Special Commission Meeting
September 1, 2017	Long Range Planning Committee
September 5, 2017	Visit with SDDC - Maryland
September 6, 2017	Presentation to Army Corps of Engineers
September 7, 2017	MPO Transportation Policy
September 12, 2017	Audit Committee
September 13, 2017	Long Range Planning Meeting
September 13, 2017	Security Committee Meeting
September 14, 2017	Visit to Kansas City Southern
September 19, 2017	Commission Meeting
September 19, 2017	Update to City Council
September 20, 2017	LNGcg London
September 21, 2017	Wellness Committee
September 22, 2017	Midland Energy Exchange
September 26, 2017	Desal Meeting

HILLCREST

1.1 Port of Corpus Christi

(a) Summary of activities

In September, we presented offers on 16 parcels bringing the new total offers presented to 144. In addition 15 offers were accepted during the month of September (3 from offers presented in September) bringing the new total offers accepted to 122. The total number of parcels acquired by the Port, through September 2017 is 44 (15 additional parcels closed in September). **Personal meetings with the community are continuing with Team DRA and each owner or occupant was provided with information and guidance to address each inquiry.**

Below is a summary of meetings and events held in addition to the walk-in and telephone calls received from community members.

Date	Activity
9/1/2017	**Closed parcel #0420**
9/1/2017	**Closed parcel #0892**
9/1/2017	**Closed parcel #1148**
9/5/2017	**Offer presented parcel #0616**
9/7/2017	**PORT/DRA Hillcrest/Harbor Bridge Program Status Call**
9/7/2017	**Offer presented parcel #0859**
9/8/2017	**Hillcrest Voluntary Acquisition & Relocation Program weekly conference call**
9/8/2017	**Offer presented parcel #0836**
9/8/2017	**Offer presented parcel #1160**
9/11/2017	**Offer presented parcel #0865**
9/13/2017	**Offer presented parcel #0667**
9/14/2017	**Offer presented parcel #0780**

9/14/2017	**Offer presented parcel #0826**
9/14/2017	**PORT/DRA Hillcrest/Harbor Bridge Program Status Call**
9/14/2017	**Hillcrest/Harbor Bridge Project Conference Call**
9/14/2017	**Closed parcel #1034**
9/14/2017	**Closed parcel #0867**
9/14/2017	**Closed parcel #1002**
9/14/2017	**Closed parcel #0974**
9/15/2017	**Hillcrest Voluntary Acquisition & Relocation Program weekly conference call**
9/15/2017	**Closed parcel #0951**
9/15/2017	**Closed parcel #0863**
9/15/2017	**Closed parcel #0769**
9/18/2017	**Citizen Alliance Meeting**
9/18/2017	**Offer presented parcel #0654**
9/19/2017	**Offer presented parcel #0550**
9/19/2017	**Offer presented parcel #1036**
9/20/2017	**Closed parcel #0541**
9/21/2017	**Closed parcel #0833**
9/21/2017	**Offer presented parcel #0912**
9/21/2017	**PORT/DRA Hillcrest/Harbor Bridge Program Status Call**
9/25/2017	**Offer presented parcel #0940**
9/26/2017	**Offer presented parcel #0793**

9/26/2017	**Offer presented parcel #1163**
9/26/2017	**Realtor Meeting**
9/27/2017	**Port PD program property security discussion**
9/27/2017	**City Liaison and Community Outreach Q4 event planning meeting**
9/28/2017	**PORT/DRA Hillcrest/Harbor Bridge Program Status Call**
9/28/2017	**Hillcrest/Harbor Bridge Project Conference Call**
9/28/2017	**Offer presented parcel #0536**
9/29/2017	**Closed parcel #0699**
9/29/2017	**Closed parcel #0501**
9/29/2017	**Closed parcel #0544**
9/29/2017	**Community outreach discussion (school supplies)**

(b) Total parcels acquired by ROW Contractor /total eligible parcels
44 parcels have been purchased throught the end of September 2017

(c) Information on appraisals performed on specific properties

Approved Appraisals

Parcel ID	Owner Reference
0410	Tovar-Rodriguez
0420	Cursillo Inc
0430	Milligan
0437	Allen
0438	Jones Estate
0460	Mumphord
0468	Robledo
0470	Cortez
0473	Mazeda
0477	Banda
0478	Garcia
0481	Drake
0486	Washington
0487	Aguilar-DeLeon
0488	Aguilar
0491	Silva-Garcia
0492	Rodriguez
0493	Barragan-Vasquez
0501	Alcorta-Gallegos
0507	Bocanegra
0508	Internal Industries
0510	Hill, et al.
0515	Alviar
0517	Lloyd
0521	Robbins-Woods
0526	Ortiz
0531	Spencer
0533	Banda
0536	Bradley
0537	Tipton
0541	Fuentes
0544	Casarez
0545	Brown
0547	Lopez
0548	Flores
0550	Moreno
0560	Flores (prev.
0561	Gonzalez
0562	Enriquez
0565	Ray
0567	Block Realty LLP
0573	Marroquin
0579	Coleman
0581	Jenkins
0582	Jefferson
0584	Martinez
0587	Coleman
0590	Lopez
0593	Garcia
0594	Odoms
0606	Garza
0611	Rangel
0612	Guzman
0615	Gonzalez
0616	Martinez
0617	Martinez
0619	Quintero
0621	Rodrigues
0634	Wilson
0637	Jenkins
0639	McChester
0644	Vazquez
0650	Reyes
0653	Lopez
0654	Smith
0659	Olivarez
0660	Trevino
0661	Berry-Roberts
0667	Rodriguez
0670	Ross
0671	Yancey
0675	Carter
0678	Wolfson
0681	Martinez
0683	Gonzales-Dinn
0691	Taylor (prev. Haven
0696	Alvarez
0699	Alvarez
0702	Ovalle
0705	Blanco
0708	Ayala
0709	Banda
0710	Marruffo
0715	Mosquera-Bardon
0718	Chapa
0722	Garcia
0744	Sanchez-Parker
0748	Garza
0752	Garza-Landeros
0758	Floyd
0765	Lawson
0769	Seeclouds Invest
0775	Escobar
0777	Horcol Inc (Aguilar)
0780	McGray (prev.
0783	Horcol Inc
0793	Ramirez-Parra
0796	Perez-Rivera
0797	Izaguirre-Castro
0802	Pittman-
0803	Gutierrez
0810	Guy
0812	Gonzalez
0817	Hudgens
0818	Dominguez
0824	Wolfson
0826	Porter
0828	Jackson
0830	Thomas
0833	Double Dare LLC
0836	Guy
0837	Rivera (prev.
0839	Orshanski LLP
0840	Orshanski LLP
0845	Lott
0856	Guzman
0858	Wolfson
0859	Cornelius
0860	Grande
0862	Kinney
0863	Jones
0865	Grant
0867	Hicks
0875	Delagarza
0876	Perez
0879	Wolfson
0885	Washington
0888	Guerrero-Lozano
0892	Perez Estate
0896	Pettis
0898	James

0909	Johnson
0911	Johnson
0912	Bolden
0923	Clark
0938	Banda
0940	Lozano
0944	Ortiz
0946	Urrutia, et al
0948	Torres
0949	Padron
0950	Fry
0951	Osswald-Murphy
0952	Villarreal
0953	Salas
0954	Calderon
0961	DKJS Invest LLC
0963	Markham-Block
0968	Clacken
0969	Clacken
0974	Reyna
0978	Youngblood
0981	Johnson
0982	Aranda
0983	Livingston

0984	Claeys
0993	Williams
1000	Ramirez
1002	Smith, et al
1012	Hernandez-Hawkins
1014	Rodriguez
1015	Rodriguez
1016	Barrera
1018	Block Realty, LLC
1019	Markham Bros
1024	Perez
1028	Markham Bros
1031	Williams
1032	Naranjo
1034	Perry
1035	West
1036	Heirs of Stewart
1041	Valdez, et al
1042	Sanchez
1043	Rodgers
1045	Mircovich-Montoya
1046	Hall
1049	Stingley-Tatum
1051	Osswald

1052	Ayala
1081	Hopkins-Spears
1099	Mungia
1100	Powell
1103	Vasquez (prev.
1104	White-Martinez
1118	Garcia
1120	Salinas
1148	Maxwell
1158	Martinez
1160	Alvarado-Longoria-
1161	Cervantes
1162	Rosales
1163	Aranda
1178	Galvan
1179	Galvan Estate
1186	Galvan
1187	Galvan
1189	Galvan
M001	Navarro
M003	Parra

Count 200
(9/31/17)

Appraisals Initiated and in Process and/or Not Yet Approved by TxDOT

Parcel ID	Owner Reference
0532	Garza
0605	Walker-Garza

Count 2 (9/31/17)

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

"Mandatory Tenants": (defined as tenants of landlords who have accepted offers and were not categorized earlier as "elective" by their own choice). The first landlord offers were accepted in June. The relocation team is interviewing tenants and preparing eligibility and entitlement packages for these tenants. To date there are 59 families considered "mandatory tenants"; 18 notices of eligibility have been approved and presented; the balance are in process.

"Elective Tenants": (defined as eligible tenants who wish to move regardless of their landlord's participation). In accordance with updated project direction the "July 1 tenant letter" was mailed out and numerous families have been to the Field Office seeking additional information and/or to initiate the relocation process and prove eligibility. To date there are 35 families considered "elective tenants"; 0 notices of eligibility have been approved and presented.

"Owner-Occupants": (defined as owners who will be selling their home to the Port and moving into a new residence). Owner-occupants are continuing to want to secure a new home before committing to sell their property to the Port but their 60 days to accept/reject is starting to come due. Searching for comparable and actual replacement housing is an ongoing activity. To date, 62 Notices of Eligibility have been presented to date and 25 families have relocated.

"Landlords": (defined as off-site owners with occupied homes/units). Through July, 80 Notices of Eligibility have been delivered to landlords outlining their entitlement to move benefits for their personal property and offering advisory assistance. Interviews with the landlords are ongoing to determine need for assistance.

(e) Title work performed

To date a total of 309 title commitments have been ordered and 304 have been received and under review. In the pre-appraisal phase, we are working with property owners to resolve heirship issues that should be cleared before they elect to sell to the Port. In the post-offer phases, preparing for closing, we have been working with the assigned title companies and aiding owners with heirship, liens, and other title clearance issues to enable closing. So far, no title issues have prevented closing but we do anticipate that there will be.

(f) Other services related to relocation during reporting period

None this period.

(g) 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.

Community Outreach

No community event was conducted in the month of September.

2 upcomming events are scheduled for Q4. November 16th, Program Overview and Turkey Give Away. December 21st, Program Overview and Holliday Bingo Night

In September the DRA office had 271 visitor and 238 phone calls received. Community Outreach had 71 visitors to the office for discussions related to program status, family mediation, and other advisory services.

Several households have identified 2 major issues impacting their ability to take advantage of the voluntary program; 1.) the inability to get financing to cover debt associated with the subject property and 2.) the inability to work with estranged family members on title issues.

Acquisition

In September, we presented offers on 16 parcels bringing the new total offers presented to 144. In addition 15 offers were accepted during the month of September (3 from offers presented in September) bringing the new total offers accepted to 122. The total number of parcels acquired by the Port, through September 2017 is 44 (15 additional parcels closed in September).

The Acquisition Team has been working with Stewart, Bay Area, San Jacinto and First Title to focus primarily on acquisition curative items needed to close or get to appraisal. We continue to follow up with title companies on Heirship Affidavits and other Statements of Information and Affidavits. We are clearing many title issues before appraisals are ordered (a function the typically occurs after offers are accepted but for the limited timeline available to close.)

Relocation

During the month of September, the relocation team continued to meet and interview on-site owners whose properties are currently being appraised and provided eligibility and resources to owners contemplating selling their property to the Port. Additionally, because some landlords have accepted purchase offers, the team have started to interview tenants (“Mandatory Tenants”) who must move in order for their landlords to close. “Elective Tenants” have expressed their willingness to participate in the program absent the participation of their landlord and the relocation team is interviewing them and preparing eligibility packages.

The DRA team continues to update the "Comp Book" twice weekly. Because of the rapid pace of the market, the contents of the comp book changes frequently but generally contain:

No. Bedrooms	No. of *Active*, DSS Listings in Comp Book	Range of Ask Prices
2	About 27	$70k-$150k (ave. $116.5k, normal distribution within range)
3	About 188	$69,5k to $175k (ave. $140k, 48% under the average)
4	About 93	$85k to $225k (ave. $177.5, 45% under the average))
5+	About 11	$108k-$265k (ave. $197k, 63% under the average)

There are 1214 properties in the comp book many of which are unavailable due to sale, pending contracts, sold or not being DSS. The team is working with 319 useable active "for sale" properties that have been determined to be DSS. Additionally, there are 284 active SFR rental comps in the comp book ranging in price from $650 to $2,200 (ave. $1,515, with 48% under the average) according to size, quality, and bedroom count.

The relocation team continues to prepare relocation packages for TXDOT to review and approve. A total of 163 NOE's have been approved and presented to date, an increase of 32 this month. Relocation activities continue to consist of; preparing and presenting relocation packages, conducting inspections on comparable housing, processing claims, monitoring moves, and delivering benefits checks.

Of the 32 NOEs issued in the month of September, 13 were to onsite owners, 15 were to tenants, and 3 were to landlords. Agents have also met with tenants and continue to gather information on tenants in preparation for tenant relocation.

Appendix B: Port of Corpus Christi Supplemental Information

Attachments provided

B.1. 9.14.17 Agenda Weekly Hillcrest Project Report Conference Call
B.2. 9.21.17 Agenda Weekly Hillcrest Project Report Conference Call
B.3. 8.28.17 Agenda Weekly Hillcrest Project Report Conference Call
B.4. Finance Report

NEIGHBORHOOD VOLUNTARY ACQUISITION RELOCATION PROGRAM BUDGET TRACKING

September 2017

Coding		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct.	Nov	Dec	Year
	Acq Provider (DRA/OPC)													
8130.110	Monthly Program Mgmt Fee	$0.00	$0.00	$0.00	$0.00	$60,500.00	$60,500.00	$60,500.00	$121,000.00	$60,500.00	$0.00	$0.00	$0.00	$363,000.00
8130.110	Monthly Community Outreach Fee	$0.00	$0.00	$0.00	$0.00	$30,800.00	$30,800.00	$0.00	$61,600.00	$30,800.00	$0.00	$0.00	$0.00	$154,000.00
	Acquisition Fee Per Parcel	$0.00	$0.00	$0.00	$71,232.52	$0.00	$0.00	$0.00	$0.00	$37,050.00	$0.00	$0.00	$0.00	$108,282.52
	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	$66,941.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66,941.19
8130.126	Relocation Case Tennants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,290.00	$0.00	$0.00	$0.00	$64,290.00
	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
8130.135	Property Management Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,491.67	$0.00	$0.00	$0.00	$42,491.67
8130.110	Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$1,327.86	$0.00	$3,001.90	$394.08	$0.00	$0.00	$0.00	$4,723.84
	Other costs	$10,000.00	$10,000.00	$0.00	$0.00	$4,061.38	$0.00	$101,613.08	$0.00	$0.00	$0.00	$0.00	$0.00	$125,674.46
	Acq Provider Totals	**$10,000.00**	**$10,000.00**	**$0.00**	**$138,173.71**	**$95,361.38**	**$92,627.86**	**$162,113.08**	**$185,601.90**	**$235,525.75**	**$0.00**	**$0.00**	**$0.00**	**$929,403.68**
	Legal Expense (Welder/Leshin)													
	Welder/Leshin Legal	$16,185.00	$26,054.75	$0.00	$0.00	$0.00	$0.00	$10,576.25	$0.00	$0.00	$0.00	$0.00	$0.00	$52,816.00
	Welder/Leshin Legal	$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
	Outsource Totals	**$16,185.00**	**$26,054.75**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,576.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$52,816.00**
	Third Party Services													
	Spitzer Employee 1	$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
	Spitzer Employee 2 (Travel)	$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
	W.L Bates Employee 1	$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 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	$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 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
8130.120	L.K. Jordan Temporary Services	$3,814.78	$8,132.89	$4,397.59	$2,198.79	$2,119.32	$2,755.12	$5,298.31	$2,119.32	$1,695.46	$0.00	$0.00	$0.00	$32,531.58
	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	**$3,814.78**	**$8,132.89**	**$4,397.59**	**$2,198.79**	**$2,119.32**	**$2,755.12**	**$5,298.31**	**$2,119.32**	**$1,695.46**	**$0.00**	**$0.00**	**$0.00**	**$32,531.58**
	Property													
1610.190	Land Purchase Price	$0.00	$0.00	$51,125.36	$0.00	$301,566.05	$434,007.70	$638,139.51	$1,121,743.14	$1,059,888.12	$0.00	$0.00	$0.00	$3,606,469.88
	Life Estates	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Title Policy Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Appraisal Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,100.00	$0.00	$0.00	$0.00	$35,100.00
	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**	**$51,125.36**	**$0.00**	**$301,566.05**	**$434,007.70**	**$638,139.51**	**$1,121,743.14**	**$1,094,988.12**	**$0.00**	**$0.00**	**$0.00**	**$3,641,569.88**
	Relocation													
8130.125	Relo Assistance Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$278,793.74	$341,715.91	$523,485.40	$209,176.45	$0.00	$0.00	$0.00	$1,353,171.50
	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**	**$278,793.74**	**$341,715.91**	**$523,485.40**	**$209,176.45**	**$0.00**	**$0.00**	**$0.00**	**$1,353,171.50**
	Field Office													
	Building	$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
	IT	$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
	Fencing	$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
8130.130	Security	$2,928.00	$0.00	$3,983.00	$2,436.00	$2,373.00	$3,204.25	$2,292.00	$3,136.00	$1,360.00	$0.00	$0.00	$0.00	$21,712.25
	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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Sign	$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
	Utilities	$72.71	$0.00	$85.27	$60.14	$173.21	$576.11	$123.89	$72.71	$0.00	$0.00	$0.00	$0.00	$1,164.04
	Trash Removal	$0.00	$0.00	$63.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63.75
8130.130	Computers	$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
	Phones	$102.33	$234.30	$185.82	$154.31	$0.00	$111.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$788.60
8130.130	Copiers	$0.00	$0.00	$0.00	$0.00	$415.00	$125.33	$0.00	$1,905.78	$0.00	$0.00	$0.00	$0.00	$2,446.11
	Copies	$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
	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
8130.130	Other Costs	$0.00	$0.00	$442.19	$175.97	$3,027.58	$4,215.95	$2,056.99	$6,402.35	$3,573.78	$0.00	$0.00	$0.00	$19,894.81
	Field Office Totals	**$3,103.04**	**$234.30**	**$4,760.03**	**$2,826.42**	**$5,988.79**	**$8,233.48**	**$4,472.88**	**$11,516.84**	**$4,933.78**	**$0.00**	**$0.00**	**$0.00**	**$46,069.56**
	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
8130.135	Demo Costs (includes all related costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,469.00	$38,452.56	$29,712.89	$0.00	$0.00	$0.00	$72,634.45
	Permits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Other Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Property Maintenance Cost Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,469.00**	**$38,452.56**	**$29,712.89**	**$0.00**	**$0.00**	**$0.00**	**$72,634.45**
	Incidentals													

	Food & Beverage	$23.61	$84.68	$35.20	$74.90	$0.00	$48.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$267.00
	Meeting Rooms	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,940.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,940.00
	Media	$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
	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
8130.140	Other Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.83	$63.77	$56.30	$0.00	$0.00	$0.00	$155.90
	Incidentals Totals	**$23.61**	**$84.68**	**$35.20**	**$74.90**	**$0.00**	**$48.61**	**$2,975.83**	**$63.77**	**$56.30**	**$0.00**	**$0.00**	**$0.00**	**$3,362.90**

$1,882,982.93 **$6,131,559.55**

2016 $ 1,566,941.03

$ 7,698,500.58

COMMUNITY RELATIONS

INTERNAL & COMMUNITY EVENTS/MEETINGS

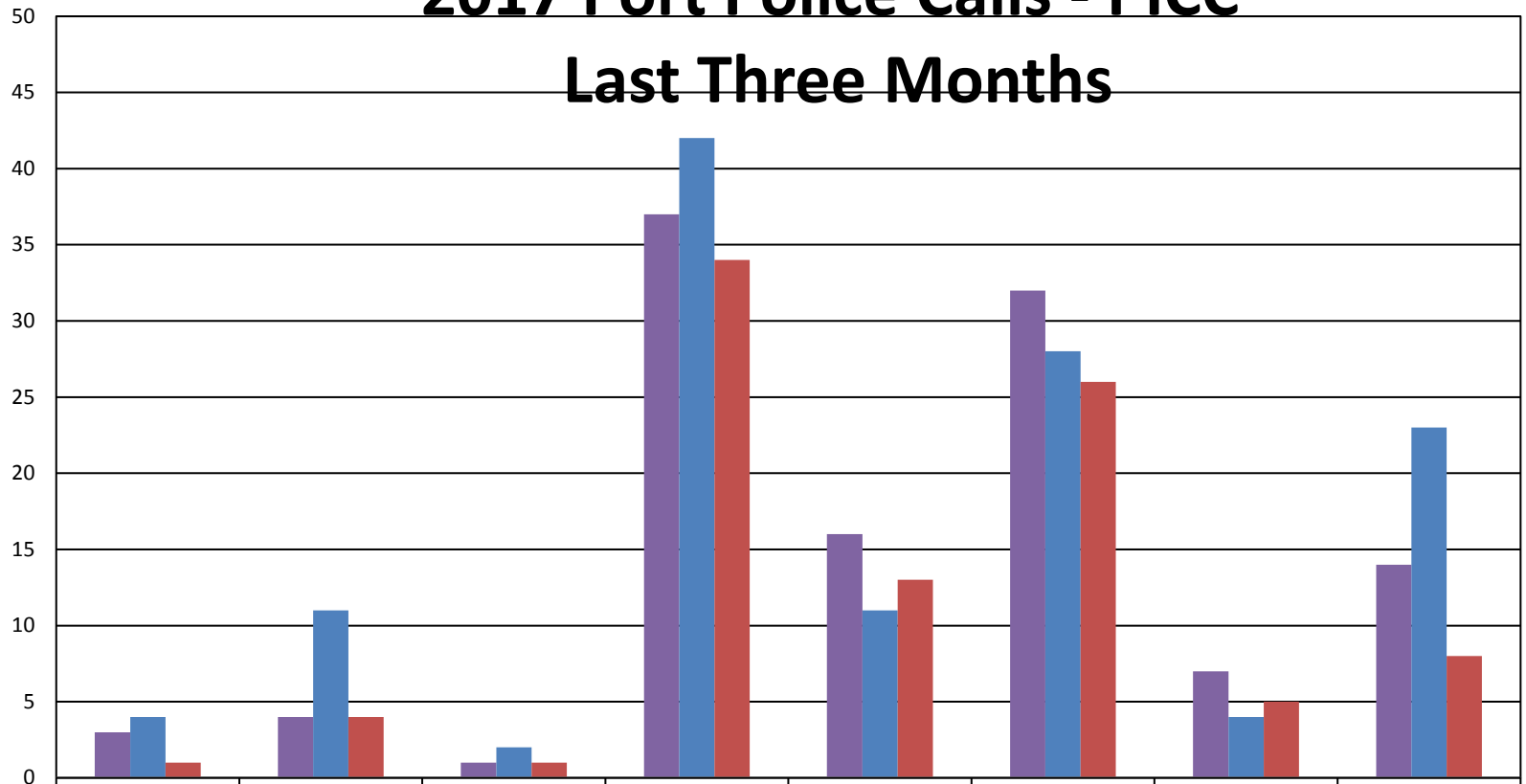
- It's Your Life Foundation-Golf Tournament
- South Texas Council Friends of Scouting
- Portland Chamber-State of the Port Luncheon
- Ronald McDonald Casa de Amor
- Greater Corpus Christi Hospitality Association
- Special Olympics Texas
- Alzheimer's Association
- Corpus Christi Downtown Management District
- World Affairs Council of South Texas
- TX A&M CC-State of the University
- J. Canavati & Co. LLC
- Forever Amigos Country Concert
- Ready or Not Foundation
- Mission 911-Hurricane Harvey Aid
- NuStar Foundation Casting for a Cause
- BGCCB 2nd Annual Banquet
- HALO Flight, Inc.
- Port Aransas Police Foundation
- KEDT Classic Brew 2017
- The Texas State Aquarium Mini Golf Classic
- TEXSAR
- San Patricio County Commissioner's Court: Port briefing with Commissioner Wes Hoskins and John LaRue
- Consultants meeting: Sandra Alvarez
- United Corpus Christi Chamber of Commerce meeting with Cleo Rodriguez
- Coordination of invitees to meeting with Col. Zetterstrom, USACG
- Meeting with community stakeholders and Col. Zetterstrom
- Westside Business Association Monthly breakfast
- Portland Chamber of Commerce: State of the Port with Commissioner Hoskins
- Hillcrest report to TxDOT
- Community meeting with Chairman Todd Hunter and stakeholders
- Breakfast meeting with stakeholders on benefit to assist communities impacted by Hurricane Harvey
- Town Hall meeting with State Rep. J.M. Lozano
- Casa de Amor: Ronald McDonald House
- United Corpus Christi Chamber of Commerce Government Affairs conference call
- Midland Chamber of Commerce conference call

- Coordinated with Travis Whipple, Texas A&M Athletics on Impact campaign
- Meeting with Russell Wagner, Superhero Dinner honoring Commissioner Canales
- Coordinated with Mary McQueen, Executive Director of Development, Del Mar College on agreement regarding new scholarship with student from San Patricio County
- Worked with Patricia Cardenas on Strategic Plan
- Coordinated with Peter McLees on coaching
- Met with Staff on sponsorships
- Coordinated with Voestalpine on visits to plant
- Coordinated with Robbin Goodman, TPCO on upcoming meeting
- Coordinated with San Patricio County EDC on upcoming breakfast
- Workforce Solutions of the Coastal Bend, Public Relations committee
- Meeting with NAACP on Health Fair
- NAACP Executive Board meeting
- Del Mar Foundation Board of Trustees meeting
- VPIA search meeting for Texas A&M University-Corpus Christi
- Meeting with Jane Gimler on Ingleside Chamber on energy luncheon Industry coordination meeting
- United Corpus Christi Chamber of Commerce Diez Y Seis de Septiembre: Introduction of Ambassador Reyna Torres Mendivil
- Conquer the Coast
- Meeting with Foster Edwards and Staff on SPCEDC breakfast event hosted by PCC
- Commission agenda item
- Port Commission Meeting
- Meeting with Humberto Almaraz, Toby Globy Eco System
- United Corpus Christi Chamber of Commerce Executive Board meeting
- United Corpus Christi Chamber of Commerce Board of Director’s meeting
- Desal luncheon with Freese & Nichols
- Corpus Christi City Council presentation by Port Chairman Charlie Zahn and Port Commissioners Wayne Squires, Commissioner Rick Valls and Commissioner David Engel
- Meeting with Sam Longoria, Young Business Professionals, Superhero Dinner
- Meeting with Dr. Gilda Ramirez, Hispanic Heritage Month
- Dr. Hector P. Garcia Memorial Luncheon
- Hillcrest conference call
- Hillcrest inquiry and call to DRA
- Meeting with Humberto Almaraz, Toby Globy Eco System
- Meeting with Ron Berglund, RIDC
- Review of RIDC report and invoice

- Meeting with Jorge Canavati, Mexico Energy Luncheons
- Meeting with Home Depot regarding Tree-For-All
- Pizza Party for Back to School Port Department Winners
- WBA Board of Director's Meeting
- Meeting with Jane Gimler, Ingleside Chamber of Commerce
- Forever Amigos Country Concert sponsorship
- Review of PCCA Employee Impact Report and Formal Assistance Program
- Meeting with HR and Finance Departments on Employee Assistance Program
- Donations to Menger Elementary and Evans Elementary, PCCA Adopt-A-Schools
- presentation
- Ready or Not Foundation Luncheon
- Midland Energy Luncheon
- Nu Star "Casting for a Cause"
- Association of Empresarios San Antonio Texas AAPA conference

SECURITY

2017 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)
17-Jul	3	4	1	37	16	32	7	14
17-Aug	4	11	2	42	11	28	4	23
17-Sep	1	4	1	34	13	26	5	8

Environmental Planning & Compliance

Environmental Stewardship Measurements

Program Area	September 2017
Electrical – Green Energy Purchased 10% of Total KWHs thru July 2017. After August 1, 100% of electric purchased is green energy.	663,508 KWHs
Spent Liquids Recycled	236 gallons
Materials Recycled	4,620 lbs
Components Recycled	415 components
Regional Air Quality (EPA Standard of 70 ppb)	~61 ppb
Community Complaints Regarding Port Operations	0
Notice of Violations Against Port Operations	0
Tenant Audits Completed	16
Bulk Terminal Air Monitoring Alerts (North Network-Bulk Terminal)	35
Bulk Terminal Air Monitoring Alerts (South Network-Dona Park)	6

Port Environmental Staff prepared an application for a Texas Environmental Excellence Award through the Texas Commission on Environmental Quality in the pollution prevention category.

The Corpus Christi region had an Ozone Action Day on September 12, 2017. The high reading for that day ended up at 64 parts per billion still well below the standard and with only slight impact on the 3-year rolling average for our community. When the alert was received on September 11, 2017, the notice was provided to Port staff with a recommendation to curtail ozone producing Port operations and notice to customers and tenants for the same.

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
Environmental Management System	Development of updated EMS video.	8/31/2017	35%	Ongoing
	ISO 14001 Certification: Surveillance Audit	7/2/2017	100%	Completed
	Green Marine Self Evaluation	4/30/2016	100%	Completed
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	12/31/2017	15%	Ongoing
	Conduct routine lease-ending audits of terminated or completed lease agreements.	12/31/2017	15%	Ongoing
	Conduct baseline assessments of properties as applicable for new lease agreements.	12/31/2017	15%	Started
Storm Water	Conduct routine inspections and monitoring and sampling in accordance with applicable permits.	12/31/2017	66%	Ongoing
	Complete annual reports for previous year in accordance with applicable permits.	1/30/2017	100%	Complete

Program	Description of Activities	Target Completion Date	% Complete	Status
Ozone Advance	Participation in Air Quality Committee and Ozone Advance Working Groups.	12/31/2017	75%	Ongoing
	Provide input to Annual Ozone Advance Report.	4/30/2017	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%	Completed
		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.	8/31/2017	45%	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.	6/30/2017	75%	Started
		Award contract.	8/15/2017	0%	Not Started
		Construction of project.	12/31/2017	0%	Not Started
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	100%	Completed
		Receive and respond to TCEQ comments.	9/7/2017	75%	Started
		Submit Response Action Plan	9/7/2017	25%	Started
		Response Action Implementation	9/7/2019	0%	Not Started
		Case closure with TCEQ.	12/31/2019	0%	Not Started
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%	Completed
		Prepare and submit APAR to TCEQ.	5/31/2016	100%	Completed
		Respond to TCEQ comments.	9/22/2017	100%	Completed
		Case closure with TCEQ.	6/1/2018	15%	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 Project 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	100%	Completed
		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	10/31/2017	95%	Ongoing
	MA 04-14 RSA, SO# 8	Fieldwork to conduct upland sampling per sampling plan.	10/1/2016	100%	Completed

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
Sampling to Support OD-3 Expansion Plans (14-058A)		Prepare final report including recommendations for management of upland soils during construction project.	12/31/2016	100%	Completed
		Conduct source investigation/delineation of hot spots.	6/30/2016	5%	Placed On Hold
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Placed On Hold
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.	5/4/2017	100%	Ongoing
		Advertise for bid.	5/15/2017	100%	Completed
		Commission approval for construction.	7/18/2017	100%	Completed
		Construction completed.	8/31/2018	5%	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	100%	Completed
		Prepare technical memo regarding removal/lowering of moisture content from existing permits.	6/30/2017	20%	Started
		Support Master Planning activities at the Bulk Terminal.	6/30/2017	75%	Started

Environmental Consultant Master Agreements and Service Orders

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

Consultant (MA#)	***2016 Service Order Amounts***	***2017 Service Order Amounts***
RPS, Inc. (02-14)	$49,918	$3,690
Trinity Consultants (03-14)	$48,000	$0
Rosengarten Smith and Associates, Inc. (04-14)	$0	$49,783
E2 ManageTech Inc. (05-14)	$140,622	$0
Apex TITAN, Inc. (06-14)	$119,844	$0
TRICORD Consulting, LLC (07-16)	$76,069	$30,900
Alan Plummer Associates, Inc. (08-16)	$62,604	$29,800
Cardno (09-16)	$49,343	$0
Platinum Environmental Solutions, LLC (10-16)	$96,837	$110,844
Total MA's	**$643,237**	**$225,017**

ENGINEERING SERVICES

As of September 30, 2017 (billing through August 31, 2017), the Port of Corpus Christi Authority Department of Engineering Services had invoicing of $1,576,816 for projects in progress. These projects consist of 69 Capital, 29 Maintenance, and 24 Professional Service projects. Below is a table detailing the 2017 budgeted amounts and the expended amount "to date" for on-going capital, maintenance, and professional services projects.

Engineering Services August 2017 Activity Report			
Project Type	**2017 Budget Amount**	**Expended to Date**	**Projected Year End**
Capital	$65,133.769	$38,241,669	56,000,000
Maintenance	$5,080,000	$880,414	2,500,000
Professional Services	$834,000	$834,980	1,100,000
Total	**$71,047,769**	**$39,957,064**	**$59,600,000**

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

UPCOMING BIDS (PROJECTS > $50,000)

(Re-Bid) La Quinta Terminal Upland Buffer Area	(14-047A)
Viola Barge Basin Maintenance	(17-018A)
Escape Route at Oil Dock 7	(14-024A)
Structural Repairs and Cathodic Protection at Oil Dock 7	(14-024B)
Roadway and Parking Lot Improvements at Oil Dock 1, Avery Point Rd, and South Side Storage Yard	(16-018A)
Rincon B Marsh Aquatic Habitat Mitigation	(13-041C)
New Access Road to Good Hope DMPA	(09-019A)

MASTER AGREEMENTS AND SERVICE ORDERS**

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

	2016*	**2017***
HDR, Inc. *(13-01)*	$363,100	$63,351
Freese and Nichols, Inc. *(13-02)*	$491,303	$469,493
Govind Development, LLC *(13-03)*	$49,900	$566,050
Hanson Professional Services, Inc. (formerly Naismith) *(13-04)*	$51,760	$33,470
CH2M Hill *(13-05)*	$1,623,780	$713,824
LNV, Inc. *(13-07)*	$137,690	$5,000
Coast & Harbor Engineering d/b/a Mott MacDonald *(14-03)*	$107,097	$43,589
LJA Engineering, Inc. *(16-01)*	$198,724	$30,000

**Includes separate Professional Services Contracts*

**** as of 10/2/17**

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

- Project Elements:
  - Widening and deepening the CCSC to -54 feet MLLW
  - Adding barge lanes on both sides of the ship channel across Corpus Christi Bay
  - Extending the La Quinta Channel 1.4 miles at -41 feet MLLW
  - 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)
  - Project Partnership Agreement (PPA) for CCSC Deepening and Widening and Barge Lanes fully executed on September 9, 2017
  - Signing ceremony scheduled for October 20, 2017
  - PCCA Accelerated funds sent to USACE to construct first contract from Gulf of Mexico to Harbor Island
  - Design of first contract underway
  - Sediment testing and analysis of dredge material for first contract
    - Testing and analysis complete. Material deemed satisfactory to place at offshore dredge material disposal site.
    - Final report expected November 2017
  - PCCA staff coordinating with USACE to begin design of subsequent CCSC construction projects

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
  - $2 million contract modification awarded by USACE to dredge shoaling caused by Hurricane Harvey
    - Upper Bay Reach
    - Lower Bay Reach
    - La Quinta Channel
  - Current Schedule:
    - Start Date: December, 2016
    - Estimated Completion Date: January, 2018
- Post Hurricane Harvey Emergency Dredging
  - Entrance Channel
    - Start Date: September 4, 2017
    - Estimated Completion Date: October 5, 2017

La Quinta Property Buffer Area Development

- Design 100% complete
- Bid opening held on October 5, 2017 did not yield any bids
- Contract to be re-bid
- Contract award scheduled in November, 2017

2016/2017 ENGINEERING PROJECTS WITH IN-HOUSE STAFF DESIGN

Project Name	Project Manager(s)	Project Status
Partial Removal of Harbor Island Docks	Dave Michaelsen	Work complete
Bulk Terminal New Pad 6	Lou Donato / Dave Michaelsen	Conceptual plans/on hold pending BT study completion
Bulk Dock 1 Building Demolition and Storage Containers	Lou Donato / Dave Michaelsen	Quote package in progress
Concrete Paving under Conveyor Belt 2	Lou Donato / Dave Michaelsen	60% Design
Repairs on the East Trestle @ BD1	Lou Donato / Dave Michaelsen	Design complete, construction in progress
Kay Bailey Hutchinson Road Maintenance	Lou Donato / Dave Michaelsen	Under construction
Concrete Repairs @ Ortiz Center	Eileen Mink Dave Michaelsen	Quote; project completed
Resurfacing of North Side Storage Area	Eileen Mink Dave Michaelsen	On hold to minimize cargo disruption; non-critical area
Purchase of Dock Fenders & Panels	Eileen Mink Dave Michaelsen	Contract awarded; fender and panels in process of being delivered
Demolition of Harbor Island Docks	Eileen Mink Dave Michaelsen	Under design
Site work for Security/IT modular buildings	Eileen Mink Dave Michaelsen	Will be complete in October
Installation of Fence/Gate @ Security Center	Eileen Mink Dave Michaelsen	Will be complete in October
Oil Dock 12 Mooring Dolphin Repairs & Maintenance	Jacob Morales	Currently in design
Purchase of Explosion Proof A/C Units	Jacob Morales	Items spec'd for procurement; items ordered, pending delivery
Maintenance Painting @ Bulk Terminal	Jacob Morales	Contract awarded in April
Viola Turning Basin Bulkhead Maintenance	Danielle Caro Brett Flint	Out for bid in October

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

Project No.	Project Title	Project Manager	% Completed
Capital			
14-036A	New Port Office Building	BF	20
14-061A	Maintenance Building Relocation	BF	10
15-016A	Tule Lake Rail Yard Upgrades and Modifications	BF	30
14-023A	Fire Pressurization Upgrades at Oil Docks 1, 2 & 15	BP	100
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	100
14-037A	La Quinta Terminal 600-FT Dock Development and 10-AC Yard	CM	90
09-019A	New Access Road to Good Hope DMPA	DJK	90
14-045B	Construction of 8-inch Water Line at La Quinta Property	DJK	50
15-043A	New Operator's Cab for Gantry Crane	DLM	90
15-061D	Security Grant 15 - Security Lighting along Fulton Corridor (25/75)	DLM	60
14-030B	Improvements to Pad 6 at the Bulk Terminal	LGD	10
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	60
16-039A	Construction of Acceleration & Deceleration Lanes at La Quinta Terminal	LGD	90
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	100
Maintenance			
16-019A	Inner and Outer ($250,000) Harbor Landing Management (2016)	BP	100
16-018A	Roadway and Parking Lot Repairs (2016)	EM	60
16-047A	Resurfacing of North Side Open Storage Area	EM	40
14-024A	Structural Repairs and Cathodic Protecton at Oil Dock 7	JEM	60
16-023A	Main Water Line Vault Valves ($100,000) Replacement at Ortiz Center	JEM	70
17-008A	Electrical Upgrades at Various Public Oil Docks	JEM	30
17-016B	Structural Repairs and Cathodic Protection at Oil Dock 4	JEM	20
15-032A	Bulk Dock 1 ($120,000) Storage Building Upgrades	LGD	100
15-032B	Bulk Dock 1 Storage Building Demolition	LGD	90

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	100
16-033A	New Public Oil Dock 15	BP	80
15-061C	Security Grant 15 – Perimeter Fencing at Bulk Terminal (25/75)	CM	100
13-036A	Relocation of Suntide DMPA Drainage to Viola Turning Basin	DJK	
07-046C	Tule Lake Foundation Removal	DLM	30
13-032A	Construction of Oil Dock 14	DLM	100
13-043A	Nueces River Rail Yard Phase - II	DLM	100
15-050A	Mike Carrell Road Construction	DLM	
15-035A	Upgrades and Repairs to Bulk Dock 2 Marine Structures	EM	90
15-030A	General Improvements to Oil Dock 6	JEM	100
16-035A	Viola Barge Basin Bulkhead Addition	JEM	20
15-046A	Storm Water System Quality Improvements – Bulk Terminal	LGD	
16-067A	Bulk Terminal Paving Improvements (2016)	LGD	
12-031B	La Quinta Terminal Mitigation – Aquatic Habitat – Phase II	PDC	80
Maintenance			
15-037B	Repair Bridge to Oil Dock 12	EM	90
15-039B	Marine Improvements at Oil Dock 2	JEM	90
16-049A	Maintenance Painting at BT	JEM	100
16-027A	Kay Bailey Hutchinson Road Maintenance	LGD	80

Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

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- STATEMENT OF NET POSITION 2
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- BOND PROJECT PROCEEDS 12

August 2017

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
$ 59,702,653	$ 34,872,395	$ 18,056,563	67,182,839	4,274	$ 42,266,162
↑ 14% Actual	↓ -3% Actual	↑ 63% Actual	↑ 9% Actual	↑ 3% Actual	
↓ -3% Budget	↓ -16% Budget	↑ 25% Budget			↓ -24% Budget

ALL METRICS

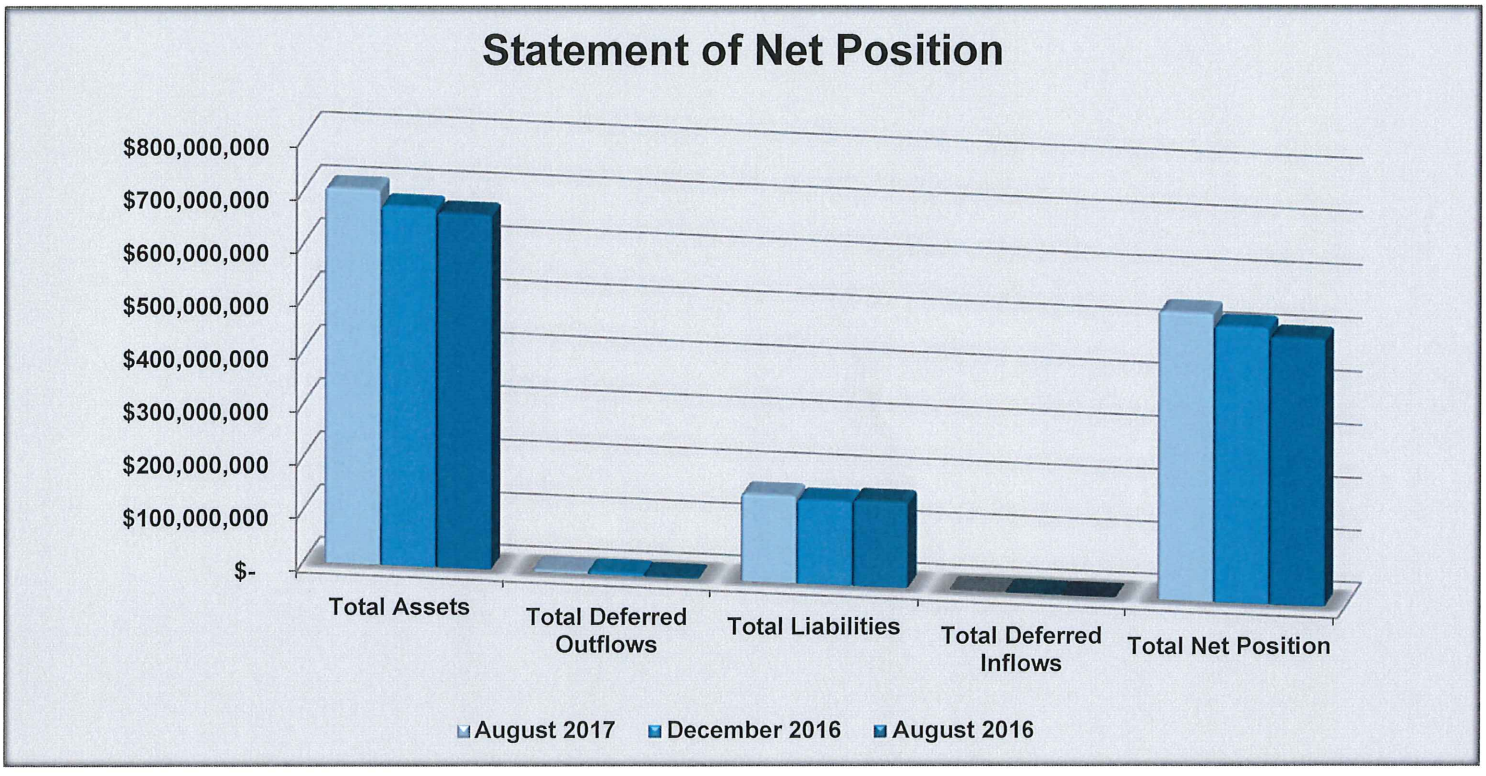
METRIC	YTD 2017 ACTUAL	YTD 2016 ACTUAL	% CHANGE	YTD 2017 BUDGET	% CHANGE
ASSETS	$ 707,072,706	$ 668,297,057	↑ 6%		
CASH & INVESTMENTS	$ 189,818,189	$ 180,635,667	↑ 5%		
ACCOUNTS RECEIVABLE	$ 23,420,624	$ 32,317,873	↓ -28%		
RESTRICTED ASSETS	$ 67,846,332	$ 74,000,102	↓ -8%		
LIABILITIES	$ 167,372,885	$ 164,195,100	↑ 2%		
NET POSITION	$ 545,048,070	$ 506,060,846	↑ 8%		
OPERATING REVENUES	$ 59,702,653	$ 52,347,157	↑ 14%	$ 61,272,146	↓ -3%
OPERATING EXPENSES	$ 34,872,395	$ 36,004,050	↓ -3%	$ 41,426,801	↓ -16%
NET OPERATING INCOME (LOSS)	$ 24,830,258	$ 16,343,107	↑ 52%	$ 19,845,345	↑ 25%
NON OPERATING REVENUE (EXPENSES)	$ (6,773,695)	$ (5,292,869)	↓ -28%	$ (5,452,088)	↑ 24%
NET INCOME (LOSS)	$ 18,056,563	$ 11,050,238	↑ 63%	$ 14,393,257	↑ 25%
TONNAGE	67,182,839	61,802,047	↑ 9%		
SHIPS	1,218	1,094	↑ 11%		
BARGES	3,056	3,053	↑ 0%		
SHIPS & BARGES	4,274	4,147	↑ 3%		
RAIL CARS	20,650	11,320	↑ 82%		
CAPITAL PROJECTS	$ 42,266,162			$ 55,898,786	↓ -24%

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	August 2017	December 2016	Annual Change	%	August 2016	Year-Over-Year Change	%
Cash/ Investments	$ 189,818,189	$ 185,629,316	$ 4,188,873	2%	$ 180,635,667	$ 9,182,522	5%
A/R	$ 23,420,624	$ 28,733,764	$ (5,313,140)	-18%	$ 32,317,873	$ (8,897,249)	-28%
Restricted Assets	$ 67,846,332	$ 70,859,926	$ (3,013,594)	-4%	$ 74,000,102	$ (6,153,770)	-8%
P P & E, net	$ 423,993,097	$ 390,123,868	$ 33,869,229	9%	$ 377,095,509	$ 46,897,588	12%
Other	$ 1,994,464	$ 1,772,905	$ 221,559	12%	$ 4,247,906	$ (2,253,442)	-53%
Total Assets	**$ 707,072,706**	**$ 677,119,779**	**$ 29,952,927**	**4%**	**$ 668,297,057**	**$ 38,775,649**	**6%**
Deferred Outflows-Pension	$ 5,529,207	$ 5,529,207	$ -	0%	$ 1,958,889	$ 3,570,318	182%
Total Deferred Outflows	**$ 5,529,207**	**$ 5,529,207**	**$ -**	**0%**	**$ 1,958,889**	**$ 3,570,318**	**182%**
Current Liabilities	$ 6,175,382	$ 9,817,273	$ (3,641,891)	-37%	$ 7,882,430	$ (1,707,048)	-22%
Unearned Income	$ 44,681,484	$ 34,146,050	$ 10,535,434	31%	$ 36,772,233	$ 7,909,251	22%
Long-term Debt	$ 110,640,000	$ 110,640,000	$ -	0%	$ 115,000,000	$ (4,360,000)	-4%
Other	$ 5,876,019	$ 5,781,876	$ 94,143	2%	$ 4,540,437	$ 1,335,582	29%
Total Liabilities	**$ 167,372,885**	**$ 160,385,199**	**$ 6,987,686**	**4%**	**$ 164,195,100**	**$ 3,177,785**	**2%**
Deferred Inflows-Pension	$ 180,958	$ 180,958	$ -	0%	$ -	$ 180,958	100%
Total Deferred Inflows	**$ 180,958**	**$ 180,958**	**$ -**	**0%**	**$ -**	**$ 180,958**	**100%**
Investment in Net Assets	$ 334,738,735	$ 306,107,673	$ 28,631,062	9%	$ 291,705,025	$ 43,033,710	15%
Restricted Net Position	$ 36,754,710	$ 36,031,915	$ 722,795	2%	$ 36,034,035	$ 720,675	2%
Unrestricted Net Position	$ 173,554,625	$ 179,943,241	$ (6,388,616)	-4%	$ 178,321,786	$ (4,767,161)	-3%
Total Net Position	**$ 545,048,070**	**$ 522,082,829**	**$ 22,965,241**	**4%**	**$ 506,060,846**	**$ 38,987,224**	**8%**

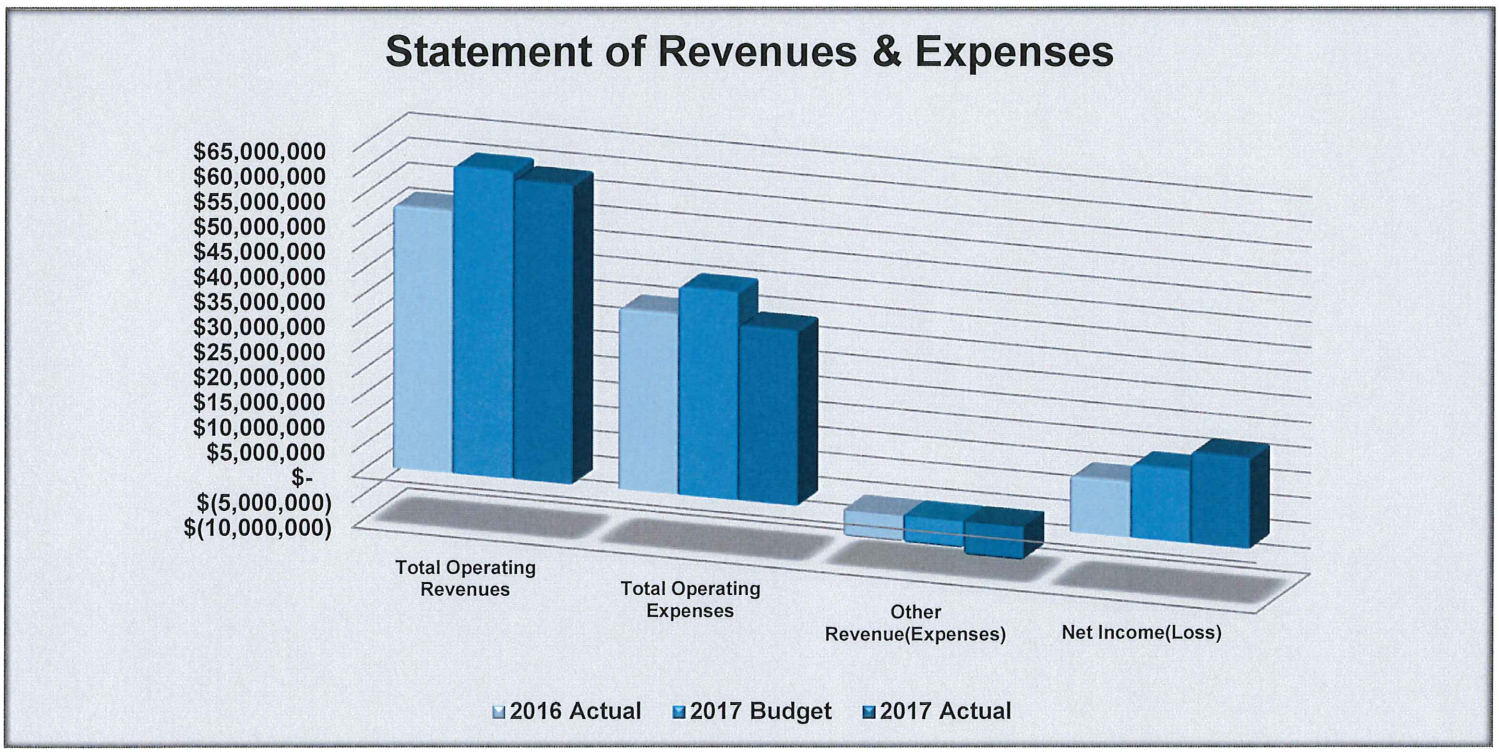


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	August YTD			Change			
	2017		2016				
	Actual	Budget	Actual	Budget	%	Actual	%
Wharfage	$ 30,748,923	$ 32,485,765	$ 27,214,830	$ (1,736,842)	-5%	$ 3,534,093	13%
Dockage	$ 8,799,217	$ 8,765,122	$ 7,971,076	$ 34,095	0%	$ 828,141	10%
Security	$ 4,370,351	$ 5,252,164	$ 3,943,948	$ (881,813)	-17%	$ 426,403	11%
Other Shipping Services	$ 6,203,806	$ 6,650,243	$ 5,146,329	$ (446,437)	-7%	$ 1,057,477	21%
Building and Land Rental	$ 9,580,356	$ 8,118,852	$ 8,070,974	$ 1,461,504	18%	$ 1,509,382	19%
Total Operating Revenues	**$ 59,702,653**	**$ 61,272,146**	**$ 52,347,157**	**$ (1,569,493)**	**-3%**	**$ 7,355,496**	**14%**
Employee Services	$ 13,878,817	$ 15,314,113	$ 12,972,218	$ (1,435,296)	-9%	$ 906,599	7%
Maintenance	$ 2,178,853	$ 5,890,504	$ 4,553,684	$ (3,711,651)	-63%	$ (2,374,831)	-52%
Utilities/ Telephone	$ 900,918	$ 845,022	$ 883,225	$ 55,896	7%	$ 17,693	2%
Insurance	$ 984,287	$ 1,110,185	$ 1,110,472	$ (125,898)	-11%	$ (126,185)	-11%
Prof/ Contracted Services	$ 4,817,343	$ 5,456,757	$ 4,136,546	$ (639,414)	-12%	$ 680,797	16%
Operator/ Event Expenses	$ 1,121,605	$ 1,092,499	$ 1,040,519	$ 29,106	3%	$ 81,086	8%
Admin/Trade Dvlp/Other	$ 2,620,630	$ 2,965,675	$ 2,588,359	$ (345,045)	-12%	$ 32,271	1%
Depreciation	$ 8,369,942	$ 8,752,046	$ 8,719,027	$ (382,104)	-4%	$ (349,085)	-4%
Total Operating Expenses	**$ 34,872,395**	**$ 41,426,801**	**$ 36,004,050**	**$ (6,554,406)**	**-16%**	**$ (1,131,655)**	**-3%**
Net Operating Income(Loss)	**$ 24,830,258**	**$ 19,845,345**	**$ 16,343,107**	**$ 4,984,913**	**25%**	**$ 8,487,151**	**52%**
Interest Income	$ 2,293,564	$ 1,081,800	$ 1,286,348	$ 1,211,764	112%	$ 1,007,216	78%
Other Revenue	$ 115,876	$ 169,497	$ 81,617	$ (53,621)	-32%	$ 34,259	42%
Gain(Loss) Disposal of Assets	$ (15,127)	$ -	$ (38,805)	$ (15,127)	-100%	$ 23,678	-100%
Interest/Bond Expense	$ (2,746,844)	$ (2,745,049)	$ (2,768,264)	$ (1,795)	0%	$ 21,420	-1%
Other Expense	$ (6,421,164)	$ (3,958,336)	$ (3,853,765)	$ (2,462,828)	62%	$ (2,567,399)	67%
Other Revenue(Expenses)	**$ (6,773,695)**	**$ (5,452,088)**	**$ (5,292,869)**	**$ (1,321,607)**	**-24%**	**$ (1,480,826)**	**-28%**
Net Income(Loss)	**$ 18,056,563**	**$ 14,393,257**	**$ 11,050,238**	**$ 3,663,306**	**25%**	**$ 7,006,325**	**63%**



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

Public Oil Docks	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 16,677,948	$ 17,907,631	$ (1,229,683)
Operating Expenses	$ (1,427,575)	$ (2,227,939)	$ 800,364
Net Operating Income(Loss)	$ 15,250,373	$ 15,679,692	$ (429,319)
Other Revenue(Expenses)	$ (666,436)	$ (666,436)	$ -
Net Income(Loss)	$ 14,583,937	$ 15,013,256	$ (429,319)

Private Oil Docks	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 12,529,602	$ 12,198,608	$ 330,994
Operating Expenses	$ (27,825)	$ (34,283)	$ 6,458
Net Operating Income(Loss)	$ 12,501,777	$ 12,164,325	$ 337,452
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 12,501,777	$ 12,164,325	$ 337,452

Dry Cargo Docks	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 6,860,484	$ 8,025,686	$ (1,165,202)
Operating Expenses	$ (1,663,258)	$ (1,723,289)	$ 60,031
Net Operating Income(Loss)	$ 5,197,226	$ 6,302,397	$ (1,105,171)
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 5,197,226	$ 6,302,397	$ (1,105,171)

Bulk Terminal	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 6,921,950	$ 6,258,944	$ 663,006
Operating Expenses	$ (3,930,484)	$ (5,845,430)	$ 1,914,946
Net Operating Income(Loss)	$ 2,991,466	$ 413,514	$ 2,577,952
Other Revenue(Expenses)	$ (113)	$ 664	$ (777)
Net Income(Loss)	$ 2,991,353	$ 414,178	$ 2,577,175

Conference Center	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 1,562,128	$ 1,516,742	$ 45,386
Operating Expenses	$ (1,686,671)	$ (1,653,672)	$ (32,999)
Net Operating Income(Loss)	$ (124,543)	$ (136,930)	$ 12,387
Other Revenue(Expenses)	$ (506)	$ 4,320	$ (4,826)
Net Income(Loss)	$ (125,049)	$ (132,610)	$ 7,561

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

Property and Buildings	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 7,131,197	$ 5,845,545	$ 1,285,652
Operating Expenses	$ (2,651,174)	$ (3,926,410)	$ 1,275,236
Net Operating Income(Loss)	$ 4,480,023	$ 1,919,135	$ 2,560,888
Other Revenue(Expenses)	$ (4,482,310)	$ (2,057,526)	$ (2,424,784)
Net Income(Loss)	$ (2,287)	$ (138,391)	$ 136,104

Other Facilities	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 2,927,761	$ 3,543,866	$ (616,105)
Operating Expenses	$ (1,064,682)	$ (1,390,517)	$ 325,835
Net Operating Income(Loss)	$ 1,863,079	$ 2,153,349	$ (290,270)
Other Revenue(Expenses)	$ (3,982,517)	$ (3,971,525)	$ (10,992)
Net Income(Loss)	$ (2,119,438)	$ (1,818,176)	$ (301,262)

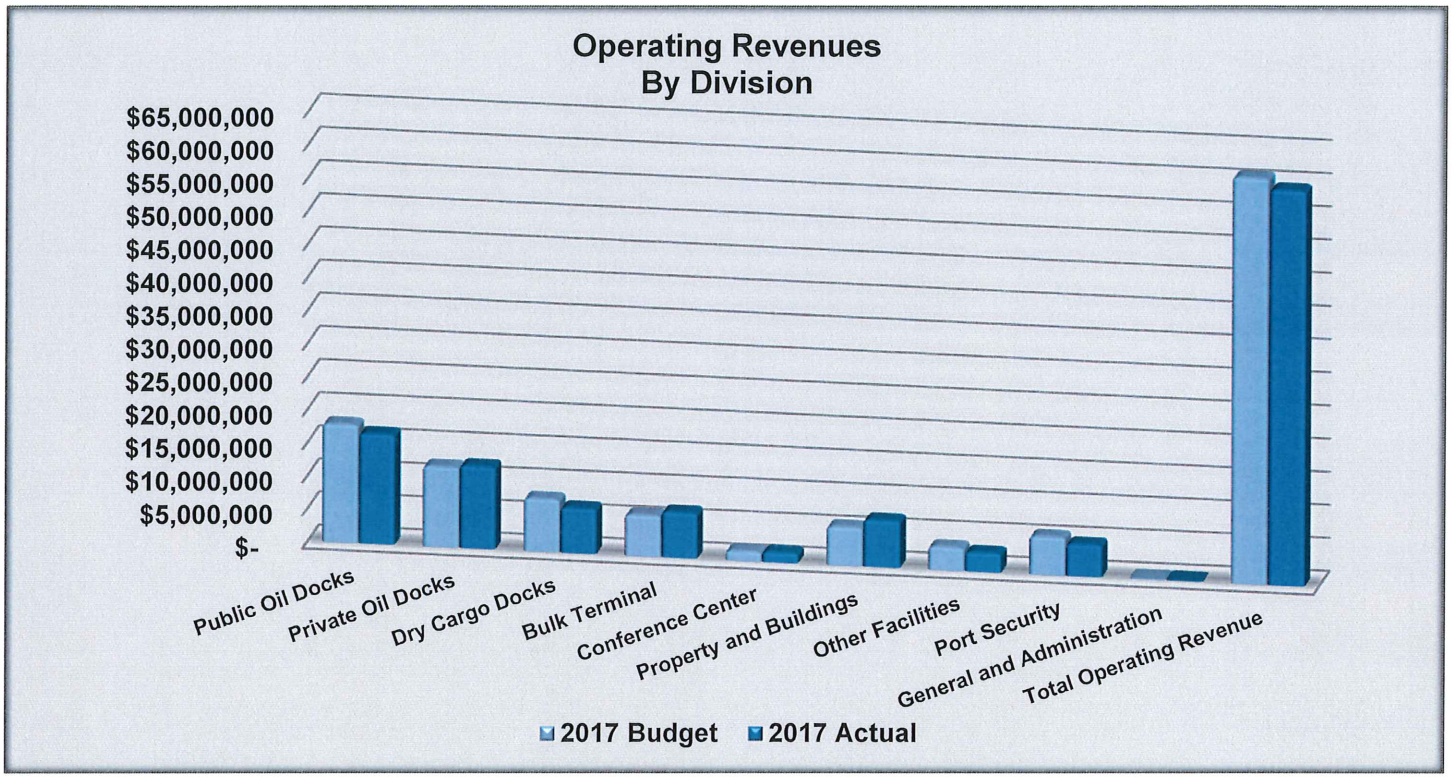
Port Security	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 4,915,054	$ 5,789,132	$ (874,078)
Operating Expenses	$ (6,418,914)	$ (6,784,711)	$ 365,797
Net Operating Income(Loss)	$ (1,503,860)	$ (995,579)	$ (508,281)
Other Revenue(Expenses)	$ (11,971)	$ -	$ (11,971)
Net Income(Loss)	$ (1,515,831)	$ (995,579)	$ (520,252)

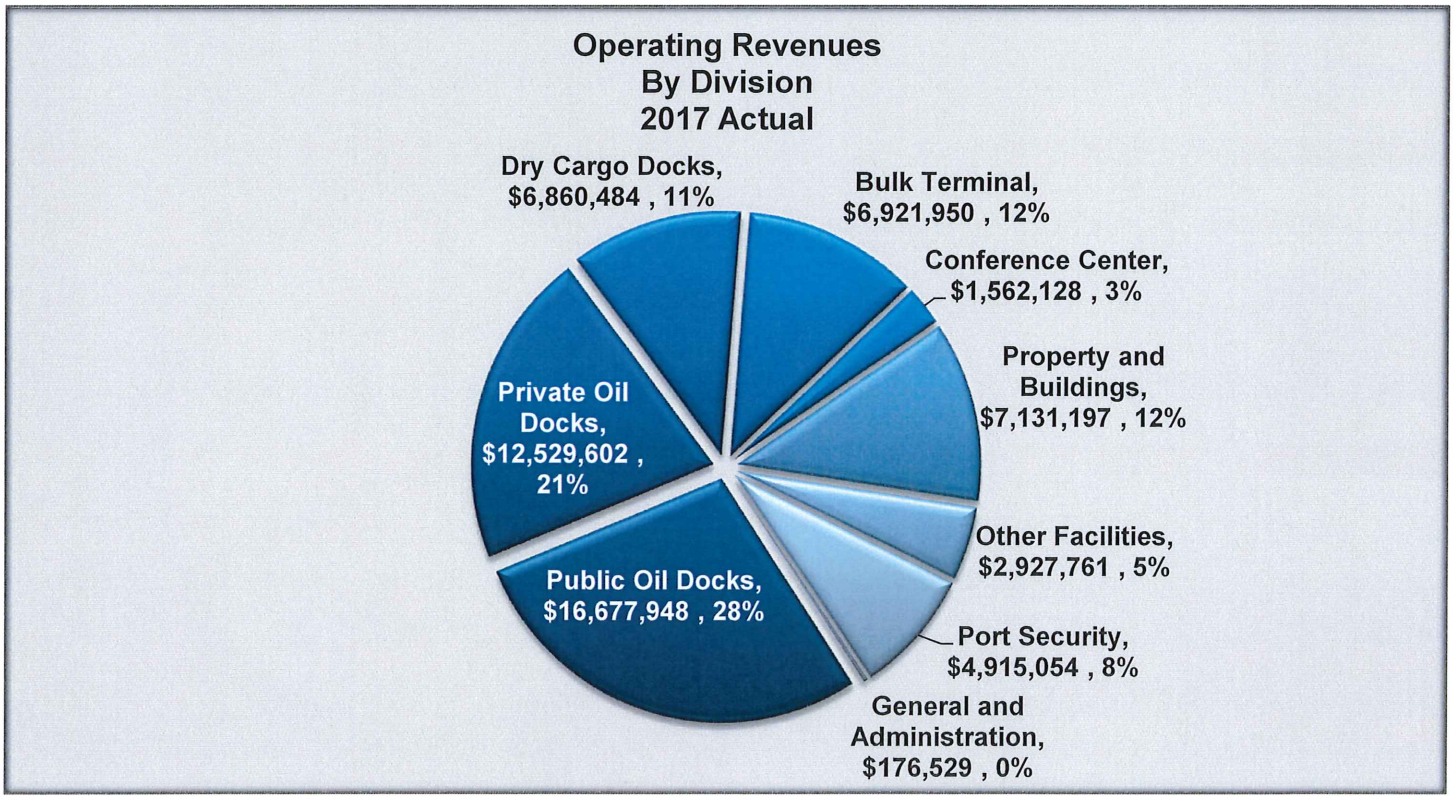
General and Administration	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 176,529	$ 185,992	$ (9,463)
Operating Expenses	$ (16,001,812)	$ (17,840,550)	$ 1,838,738
Net Operating Income(Loss)	$ (15,825,283)	$ (17,654,558)	$ 1,829,275
Other Revenue(Expenses)	$ 2,370,158	$ 1,238,415	$ 1,131,743
Net Income(Loss)	$ (13,455,125)	$ (16,416,143)	$ 2,961,018

Total	August YTD 2017 Actual	Budget	Variance
Operating Revenues	$ 59,702,653	$ 61,272,146	$ (1,569,493)
Operating Expenses	$ (34,872,395)	$ (41,426,801)	$ 6,554,406
Net Operating Income(Loss)	$ 24,830,258	$ 19,845,345	$ 4,984,913
Other Revenue(Expenses)	$ (6,773,695)	$ (5,452,088)	$ (1,321,607)
Net Income(Loss)	$ 18,056,563	$ 14,393,257	$ 3,663,306

PORT OF CORPUS CHRISTI AUTHORITY

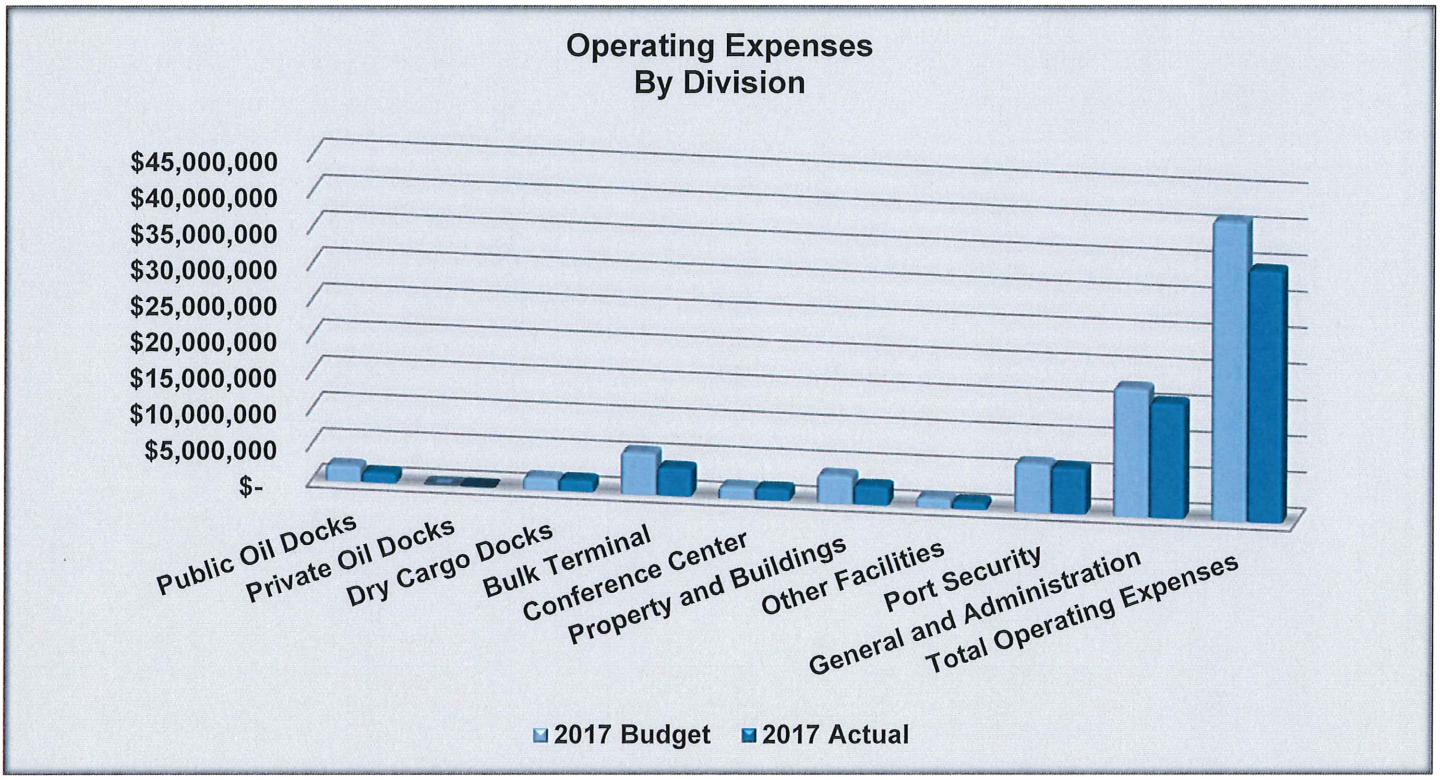
FINANCIAL RESULTS

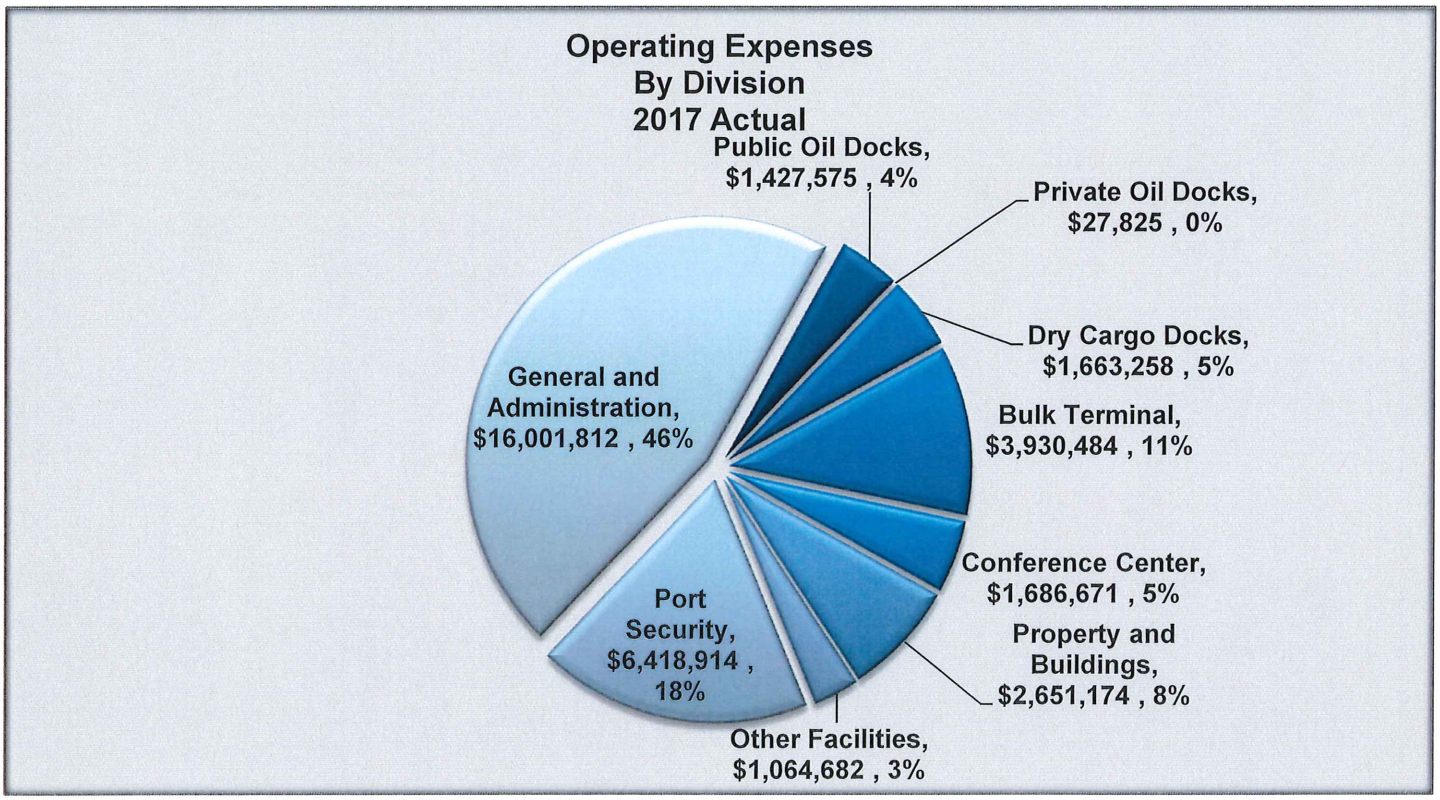




PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS



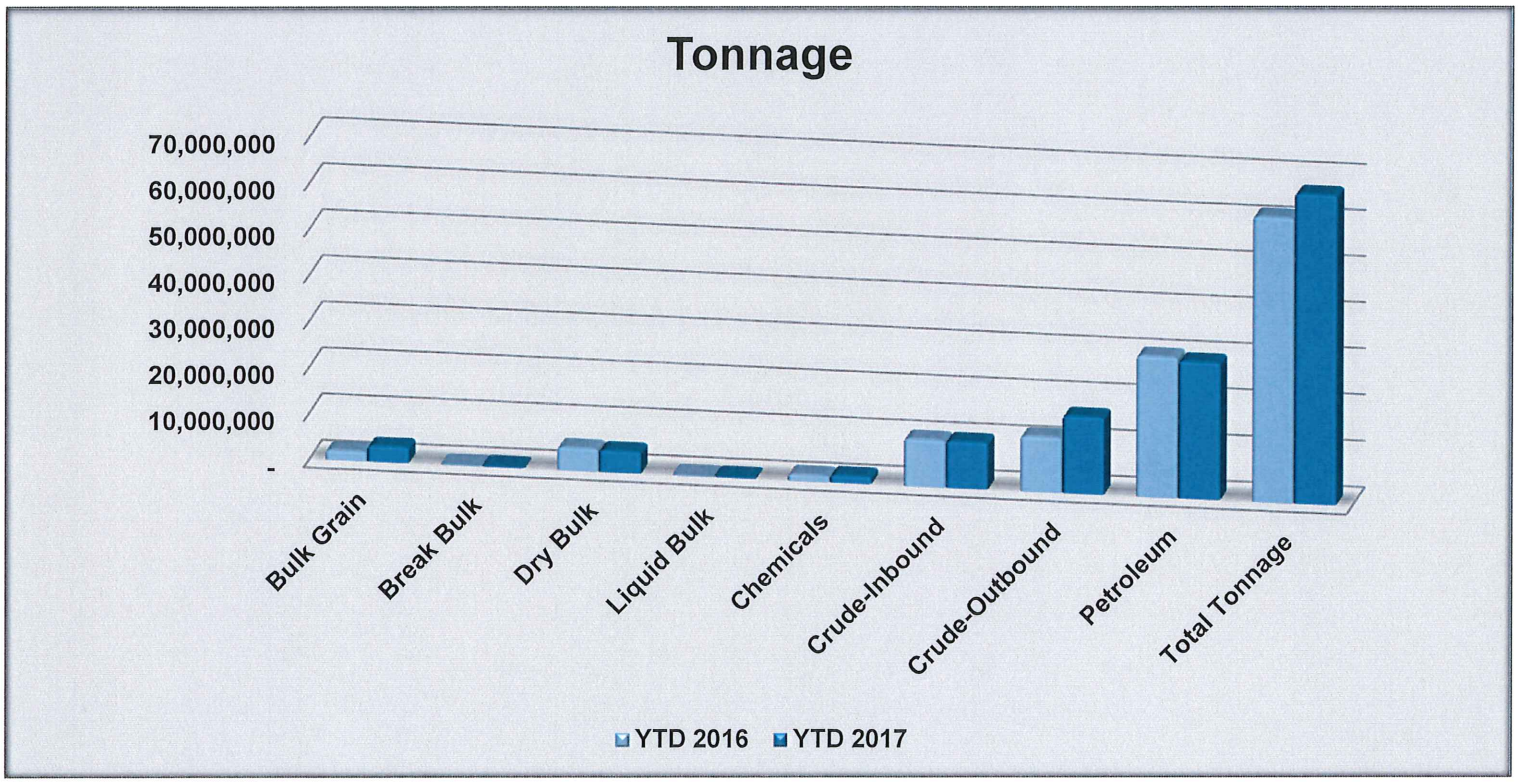


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

TONNAGE

	August				YTD			
	2017	2016	Mth Over Mth Change	%	2017	2016	Year Over Year Change	%
Bulk Grain	**374,943**	**524,691**	(149,748)	-29%	**3,443,415**	2,159,378	1,284,037	59%
Break Bulk	**58,587**	**41,084**	17,503	43%	**341,675**	206,701	134,974	65%
Dry Bulk	**607,653**	**538,449**	69,204	13%	**4,778,362**	5,011,682	(233,320)	-5%
Liquid Bulk	**15,654**	-	15,654	100%	**345,102**	251,593	93,509	37%
Chemicals	**173,033**	**195,312**	(22,279)	-11%	**1,663,589**	1,456,343	207,246	14%
Crude-Inbound	**803,835**	**1,439,861**	(636,026)	-44%	**10,171,857**	10,268,068	(96,211)	-1%
Crude-Outbound	**1,746,364**	**1,341,672**	404,692	30%	**16,758,087**	11,971,115	4,786,972	40%
Petroleum	**3,178,695**	**3,913,424**	(734,729)	-19%	**29,680,752**	30,477,167	(796,415)	-3%
Total Tonnage	**6,958,764**	**7,994,493**	**(1,035,729)**	**-13%**	**67,182,839**	**61,802,047**	**5,380,792**	**9%**

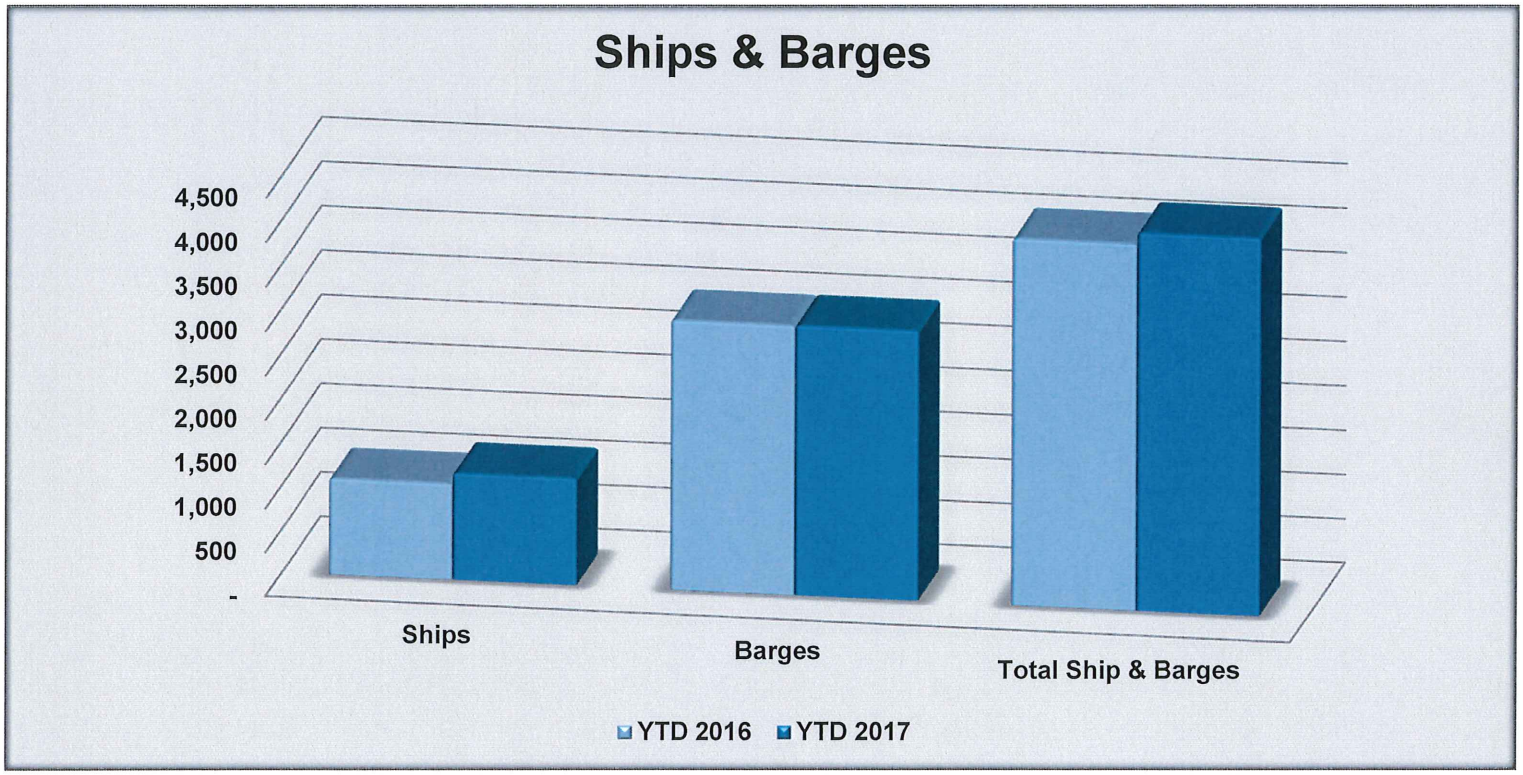


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	August				YTD			
	2017	2016	Mth Over Mth Change	%	2017	2016	Year Over Year Change	%
Ships	**120**	159	(39)	-25%	**1,218**	1,094	124	11%
Barges	**336**	375	(39)	-10%	**3,056**	3,053	3	0%
Total Ship & Barges	**456**	**534**	**(78)**	**-15%**	**4,274**	**4,147**	**127**	**3%**

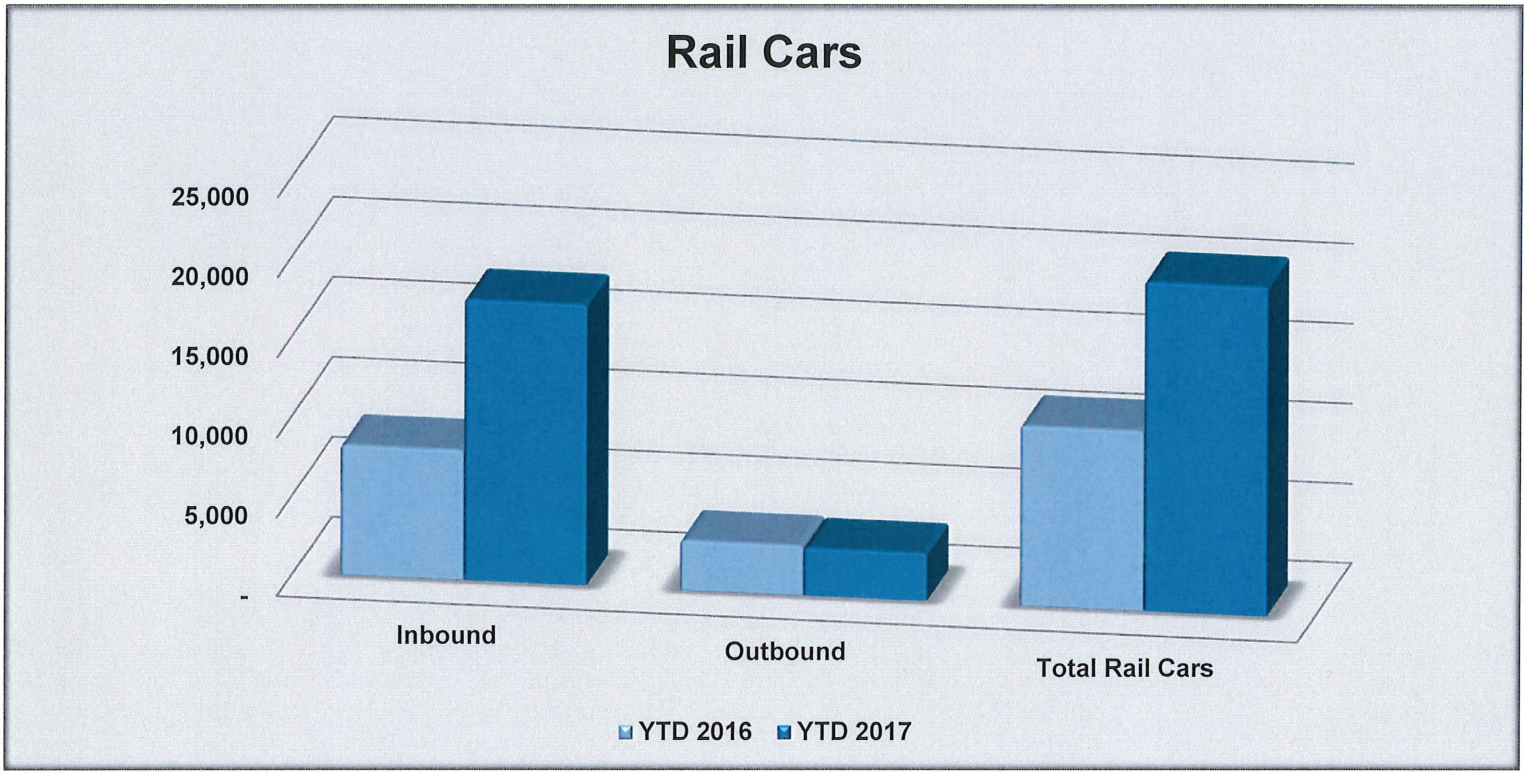


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

RAIL CARS

	August				YTD			
	2017	2016	Mth Over Mth Change	%	2017	2016	Year Over Year Change	%
Inbound	**534**	646	(112)	-17%	**17,619**	8,168	9,451	116%
Outbound	**288**	704	(416)	-59%	**3,031**	3,152	(121)	-4%
Total Rail Cars	**822**	**1,350**	**(528)**	**-39%**	**20,650**	**11,320**	**9,330**	**82%**

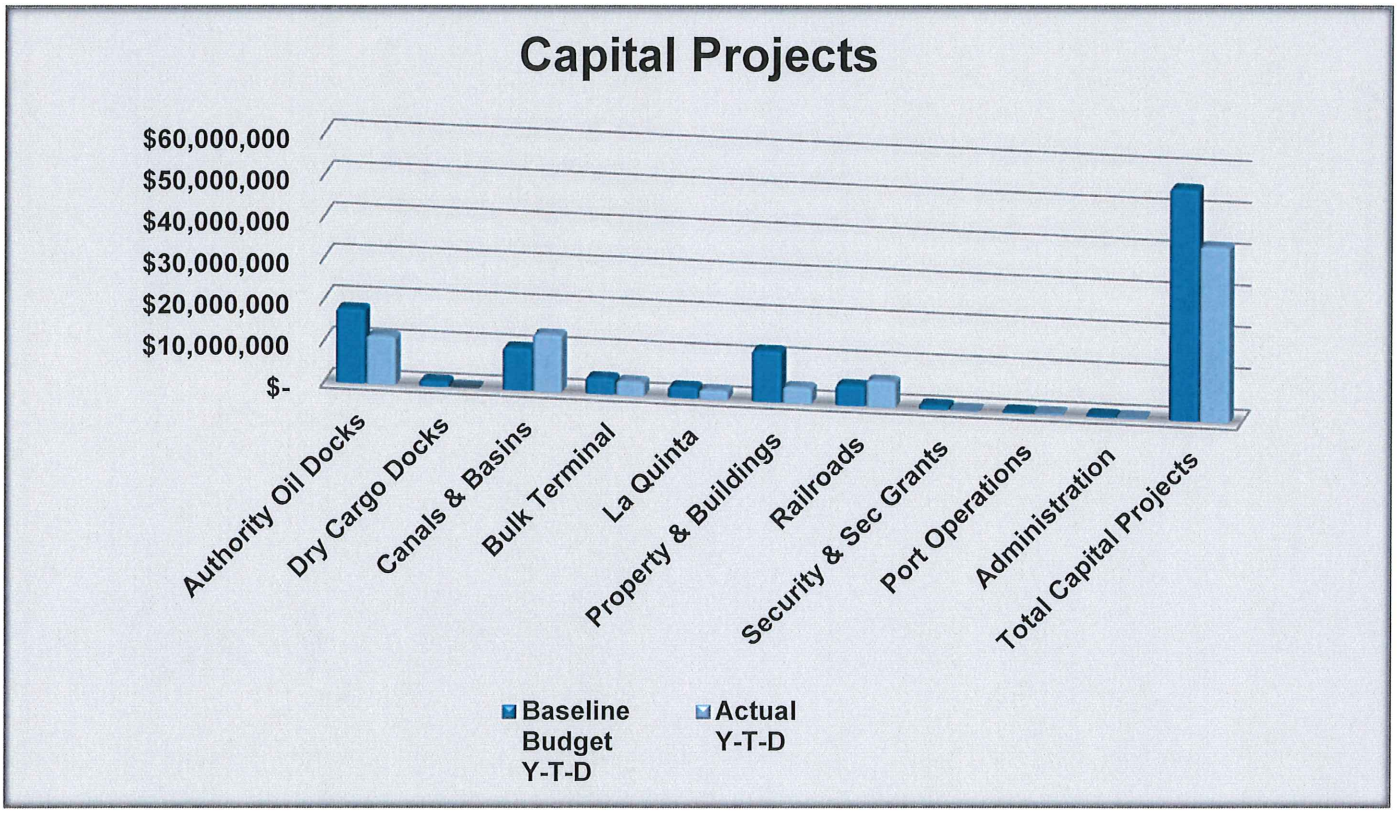


PORT OF CORPUS CHRISTI AUTHORITY

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	$ 21,529,100	$ 11,676,281	$ 9,852,819	$ 18,003,642	$ 11,676,281	$ (6,327,361)
Dry Cargo Docks	$ 3,800,000	$ 23,340	$ 3,776,660	$ 1,445,000	$ 23,340	$ (1,421,660)
Canals & Basins	$ 14,040,000	$ 13,846,589	$ 193,411	$ 10,314,664	$ 13,846,589	$ 3,531,925
Bulk Terminal	$ 11,925,303	$ 3,476,953	$ 8,448,350	$ 4,049,266	$ 3,476,953	$ (572,313)
La Quinta	$ 4,200,000	$ 2,305,879	$ 1,894,121	$ 2,828,328	$ 2,305,879	$ (522,449)
Property & Buildings	$ 46,930,744	$ 3,903,960	$ 43,026,784	$ 12,364,146	$ 3,903,960	$ (8,460,186)
Railroads	$ 6,100,000	$ 6,361,868	$ (261,868)	$ 5,010,000	$ 6,361,868	$ 1,351,868
Security & Sec Grants	$ 1,291,208	$ 119,497	$ 1,171,711	$ 1,077,851	$ 119,497	$ (958,354)
Port Operations	$ 377,000	$ 357,244	$ 19,756	$ 377,000	$ 357,244	$ (19,756)
Administration	$ 2,105,159	$ 194,551	$ 1,910,608	$ 428,889	$ 194,551	$ (234,338)
Total Capital Projects	**$ 112,298,514**	**$ 42,266,162**	**$ 70,032,352**	**$ 55,898,786**	**$ 42,266,162**	**$ (13,632,624)**



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of August 31, 2017)

	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	$ **(27,722,448)**	$ -	$ -
Access Road & Rail	$ 10,000,000	$ (99,126)	$ 9,900,874	$ **(36,452)**	$ -	$ 9,864,422
Tule Lift Bridge	$ 18,000,000	$ (178,426)	$ 17,821,574	$ **(1,125,142)**	$ -	$ 16,696,432
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	$ **(5,940,525)**	$ -	$ -
La Quinta-Aquatic Habitat	$ 4,020,000	$ (39,849)	$ 3,980,151	$ **(3,236,629)**	$ -	$ 743,522
La Quinta-Mitigation Buffer	$ 3,940,000	$ (39,055)	$ 3,900,945	$ **(170,406)**	$ -	$ 3,730,539
La Quinta Dock	$ 2,800,000	$ (27,755)	$ 2,772,245	$ **(2,715,538)**	$ -	$ 56,707
Total Bond Projects	**$ 115,000,000**	**$ (1,139,946)**	**$ 113,860,054**	**$ (82,768,432)**	**$ -**	**$ 31,091,622**