

REVISED AGENDA



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

AGENDA MEETING NOTICE

DATE: Wednesday, November 1, 2017
LOCATION: Staples Street Center
 602 North Staples Street, 2ND Floor Board Room • Corpus Christi, TX
TIME: 8:30 a.m.

BOARD OF DIRECTORS' MEETING

CURTIS ROCK (Chair)

MICHAEL REEVES (Vice Chair) ~ EDWARD MARTINEZ (Secretary)

	TOPIC	SPEAKER	EST.TIME	REFERENCE
1.	Pledge of Allegiance	C. Rock	1 min.	-----
2.	Moment of Reflection	C. Rock	1 min.	-----
3.	Roll Call	C. Rock	2 min.	-----
4.	Reading of Mission & Vision Statements	C. Rock	4 min.	-----
5.	Memoriam – Abel Alonzo	C. Rock	15 min.	<i>Attachment</i>
6.	Opportunity for Public Comment	C. Rock	3 min.	-----
7.	Update on RCAT Committee Activities	A. Bauman	3 min.	-----
8.	Administer the Oath of Office Appointments to the CCRTA Board of Directors: a) Small Cities Committee of Mayors – Michael Reeves and Glenn Martin b) Nueces County Commissioners Court – Tom Niskala and Scott Harris	J. Bell	10 min.	-----
9.	Action to Confirm Committee Appointments by the Board Chair	C. Rock	5 min.	Page 1 <i>Attachment A</i> <i>Attachment B</i>
10.	Action to Confirm Re-Appointment by the Board Chair to the RTA's Committee on Accessible Transportation (RCAT) for Two-Year Terms – Tammye Salinas and Donnie Contreras	S. Montez	5 min.	Page 2
11.	Discussion and Possible Action to Approve the Board of Directors Meeting Minutes a) September 6, 2017 b) October 4, 2017	C. Rock	2 min.	Pages 3-8 Pages 9-14
12.	Public Hearing Regarding Adoption of the FY2018 Operating and Capital Budget	R. Saldaña	10 min.	-----
13.	Discussion and Possible Action to Adopt the FY2018 Annual Operating and Capital Budget	R. Saldaña	3 min.	<i>PowerPoint</i>

14.	CONSENT ITEMS: The following items A through D are routine or administrative in nature and have been discussed previously by the Board or Committees. The Board has been furnished with support documentation on these items.			
	a) Action to Authorize Issuing an Invitation for Bids (IFB) for Lubricants & Fluids Supplies	J. Fehribach	2 min.	Pages 15-16 <i>PowerPoint</i>
	b) Action to Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Approve 2018 Holiday Service Schedule	G. Robinson	2 min.	Pages 17-18 <i>Attachment PowerPoint</i>
	c) Action to Approve the Title VI Program Update for Fiscal Years 2014-16	G. Robinson	2 min.	Page 19-20 <i>Attachments PowerPoint</i>
15.	Discussion and Possible Action to Enter into Lease Agreements with Kleberg Bank, N.A. for the Property/Bank Building located at 4211 Ayers Street and for the ATM Parcel and the Parking Parcel	S. Montez	3 min.	Pages 21-22 <i>Attachment A Attachment B PowerPoint</i>
16.	Discussion and Possible Action to Amend or Revoke the Board Policy on the Naming of Facilities	C. Rock	3 min.	Page 23 <i>Attachment</i>
17.	Discussion and Possible Action to Recommend to the Board of Directors to Adopt the 2018 Board and Committee Meetings Calendar	R. Saldaña	3 min.	Page 24 <i>Attachment</i>
18.	Presentations:			
	a) September 2017 Financial Report	R. Saldaña	3 min.	Page 25-31 <i>PowerPoint</i>
	b) Procurement Update	R. Saldaña	3 min.	<i>PowerPoint</i>
	c) September 2017 Operations Report	G. Robinson		Page 32-42 <i>PowerPoint</i>
19.	CEO's Report	J. Cruz-Aedo	5 min.	<i>No Attachment</i>
20.	Chairman's Report	C. Rock	5 min.	<i>No Attachment</i>
21.	Adjournment	C. Rock	1 min.	-----
22.	Information Items:			<i>Attachments</i>
	a) RCAT Minutes – September 21, 2017			
	b) Member Inquiry Forms:			
	o Committees Meeting – September 27, 2017			
	o Board Meeting – October 4, 2017			

Total Estimated Time: 1 hr. 24 min.

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On **Friday, October 27, 2017** this Notice was posted by **Dena Linnehan** at the CCRTA Staples Street Center, 602 N. Staples Street, Corpus Christi, Texas; and sent to the Nueces County and the San Patricio County Clerks for posting at their locations.

PUBLIC NOTICE is given that the Board may elect to go into executive session at any time during the meeting in order to discuss matters listed on the agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. In the event the Board elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the presiding officer.

In compliance with the Americans with Disabilities Act, individuals with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Assistant Secretary to the Board at (361) 903-3474 at least 48 hours in advance so that appropriate arrangements can be made.

Información en Español: Si usted desea esta información en Español o en otro idioma, por favor llame al teléfono (361) 289-2712.

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Mission Statement

The Regional Transportation Authority was created by the people to provide quality transportation in a responsible manner consistent with its financial resources and the diverse needs of the people. Secondly, The RTA will also act responsibly to enhance the regional economy.



Vision Statement

Provide an integrated system of innovative, accessible and efficient public transportation services that increase access to opportunities and contribute to a healthy environment for the people in our service area.



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: Confirm Committee Appointments by the Board Chair

Background

The Authority has two standing Committees; the Administration & Finance Committee and the Operations & Capital Projects Committee (Attachment A). Committee meetings are scheduled to meet monthly to discuss and review in detail matters concerning the Authority. The responsibilities of the Committees are outlined in Attachment B.

Identified Need

Section 3.07 of the Bylaws states that "The members of all Board committees shall be appointed by the Chair, subject to confirmation by the Board. The Chair shall be a member of all such committees." Given the a resignation and a death of our City of Corpus Christi Council appointments, it is now necessary to revisit the Committee appointments.

The Chair will recommend Board Members, with the respective chairs, to participate in the designated Committees.

Recommendation

The Chair requests that the Board concur with his appointments to the Committees.

Respectfully Submitted,

Submitted by:

Curtis Rock
Board of Directors Chairman

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
2017 COMMITTEE STRUCTURE

Committees

Administration Committee

Tom Niskala, Chair

Larry Young

Patricia Dominguez

Operations Committee

Michael Reeves, Chair

George Clower

Scott Harris

Glenn Martin

Edward Martinez

Dan Leyendecker

(NOTE: The Chair is a Member of all Committees)

**CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
2017 COMMITTEE STRUCTURE**

Responsibilities of Committees

Administration & Finance Committee – review and consider all matters pertaining to the Authority arising out of the Administration Department and make appropriate recommendations from time to time to the Board of Directors; may hear grievances and appeals of disciplinary actions on behalf of the Board of Directors as provided under the Personnel Rules and Regulations; will perform such other and further actions as may be requested of it from time to time by the Board of Directors and act on behalf of the Board of Directors on specific matters when authorized by a vote of the Board. **Convenes monthly.**

Operations & Capital Projects Committee – review and consider all matters pertaining to the Authority arising out of the Operations Department and make appropriate recommendations from time to time to the Board of Directors; will perform such other and further actions as may be requested of it from time to time by the Board of Directors and act on behalf of the Board of Directors on specific matters when authorized by a vote of the Board. **Convenes monthly.**



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: Confirm Re-Appointment by the Board of Directors Chairman to the RTA's Committee on Accessible Transportation (RCAT) for a Two-Year Term for Tammye Salinas and Donnie Contreras

Background:

The by-laws for RTA's Committee on Accessible Transportation (RCAT) describe the terms for re-appointments. If a member is eligible for re-appointment, they must submit a letter of interest to staff and the Board of Directors must confirm their re-appointments.

Each member usually fills a two (2) year term except for the chairperson who serves at the pleasure of the RTA Board. Members are eligible for reappointment for up to four (4) consecutive two (2) year terms. A committee member who has reached the term limit of eight consecutive years of service may apply for membership after a one-year absence.

At this time, the RCAT Committee has two current members who are interested in continuing service and are seeking an additional two-year term. They are:

- Tammye Salinas, appointed in 2012, seeking a 4th term
- Donnie Contreras, appointed in 2015, seeking a 2nd term

In order to continue service on the RCAT Committee, the RTA Board of Directors must take action to confirm the re-appointment.

Recommendation

The RCAT Committee recommends the Board of Directors confirm the re-appointment of Tammye Salinas and Donnie Contreras for additional two-year terms.

Respectfully Submitted,

Submitted by:

Sharon Montez
Managing Director of Capital Programs and Customer Services

Final Approval by:

Jorge Cruz-Aedo
Chief Executive Officer

**REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS' MEETING MINUTES
WEDNESDAY, SEPTEMBER 6, 2017**

Summary of Actions

- 1. Pledge of Allegiance**
- 2. Moment of Reflection**
- 3. Conducted Roll Call**
- 4. Reading of Mission and Vision Statements by Board Chairman**
- 5. Provided Opportunity for Public Comment**
- 6. Heard Update on RCAT Committee Activities**
- 7. Action to Approve Board of Directors' Meeting Minutes of August 2, 2017**
- 8. Action to Approve Consent Agenda Items –**
 - a. Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Issue a Request for Quotations (RFQ) for Actuarial Services for Defined Benefit Pension & Trust Plan**
 - b. Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee Authorize Entering into a Month-to-Month Agreement Ending March 31, 2018 with Wells Fargo Institutional Trust Group for Portfolio Management of the Agency's Defined Contribution Plan and Defined Benefit Plan & Trust**
 - c. Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Authorize Exercising the Second Option Year with Wells Fargo Bank, N.A. from January 1, 2018 to December 31, 2018 for Depository and Banking Services**
 - d. Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Award a Contract to Ram-Bro Contracting, Inc. for Parking Lot Improvements at the Corner of Leopard and Artesian Streets**
- 9. Held 2018 Budget Workshop #4**
- 10. Heard Presentations –**
 - a. Hurricane Harvey Emergency Response Report**
 - b. July 2017 Financial Report**
 - c. July 2017 Operations Report**
 - d. Procurement Update**
- 11. Heard CEO's Report**
- 12. Heard Chairman's Report**
- 13. Adjournment**
- 14. Information –**
 - a. RCAT Minutes – July 20, 2017**
 - b. Member Inquiry Forms –**
 - Committees Meetings-July 26, 2017 & Board Meeting-August 2, 2017**

The Regional Transportation Authority Board of Directors met at 8:30 a.m. in the Regional Transportation Authority Staples Street Center facility located at 602 N. Staples Street, 2nd Floor Board Room, Corpus Christi, Texas.

Board Members Present: Curtis Rock, Chairman; Michael Reeves, Vice Chairman; Edward Martinez, Secretary; George B. Clower; Scott Harris and Angie Granado

Board Members Absent: Glenn Martin; Tom Niskala; Larry Young and Abel Alonzo

Staff Present: Jorge Cruz-Aedo, CEO; Daniel Benavides, Esteban Campos, David Chapa; Kelly Coughlin, Jennifer Fehribach, Angelina Gaitan, Bryan Garner, Denise Jones, Dena Linnehan, Derrick Majchszak, Sharon Montez, Mike Rendón, Gordon Robinson, Sandy Roddel, Robert Saldaña; Susan Teltschik; Anthony DeLaFuentes

Public Present: John Bell, Wood, Boykin, Wolter, CCRTA Legal Counsel; Benjamin Schmit, MV Transportation; Celestino Zambrano, City of Gregory; Ann Bauman; Ronald Berglund, RIDC; Gina Salazar and Regina Contreras, Local ATU-Union 1769

Call to Order & Roll Call

Mr. Curtis Rock called the meeting to order at 8:33 a.m., announced the Pledge of Allegiance and held a moment of reflection. Mr. Edward Martinez called Roll and stated a quorum was present.

Mr. Rock read the Agency's Mission and Vision Statements aloud and asked everyone to reflect on the purpose of the Agency.

Opportunity for Public Comment

Mayor Zambrano from the City of Gregory spoke on Hurricane Harvey's effect on their city and thanked the community and the CCRTA for their efforts to get their city back to normal. He also mentioned the city would be utilizing their inter-local agreement to repair some streets and has contacted the Agency's staff. In his closing remarks, he mentioned he would be attending the upcoming Small Cities Committee of Mayors meeting on September 13, 2017 and would be proactive with the other mayors in appointment of CCRTA board members.

Heard Update on RCAT Committee

Ms. Ann Bauman reported that at the last quarterly meeting held August 17, 2017, the committee members selected their Unsung Hero Award and will award it at the October meeting to a CCRTA operator for his quick action in preventing an accident. She commented they received an update on a bus stop at Ramsey/Broader/Houston streets which needs an adjustment as members would like to see a sidewalk added. She said new ARBOC buses are to be delivered soon, and they are very pleased to see grab bars have been installed in them. She commented they also received updates on the Leopard Street Parking Lot and the grant to update the Port Ayers Station.

Action to Approve the Board of Directors Meeting Minutes of August 2, 2017

MR. MICHAEL REEVES MADE A MOTION TO APPROVE THE BOARD OF DIRECTORS' MEETING MINUTES AS WRITTEN OF AUGUST 2, 2017.

MR. GEORGE CLOWER SECONDED THE MOTION. THE MOTION CARRIED. ROCK, REEVES, MARTINEZ, CLOWER, GRANADO AND HARRIS VOTING IN FAVOR. NISKALA, MARTIN, YOUNG AND ALONZO ABSENT.

Heard Consent Agenda Items

Mr. Rock asked members if there were any items A through D to be pulled for discussion, and no one responded, so he asked for a motion to approve the following items:

- a. **Action** to Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Issue a Request for Quotations (RFQ) for Actuarial Services for Defined Benefit Pension & Trust Plan
- b. **Action** to Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee Authorize Entering into a Month-to-Month Agreement Ending March 31, 2018 with Wells Fargo Institutional Trust Group for Portfolio Management of the Agency's Defined Contribution Plan and Defined Benefit Plan & Trust
- c. **Action** to Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Authorize Exercising the Second Option Year with Wells Fargo Bank, N.A. from January 1, 2018 to December 31, 2018 for Depository and Banking Services
- d. **Action** to Recommend the Board Authorize the Chief Executive Officer (CEO) or Designee to Award a Contract to Ram-Bro Contracting, Inc. for Parking Lot Improvements at the Corner of Leopard and Artesian Streets

MR. SCOTT HARRIS MADE A MOTION TO APPROVE THE CONSENT AGENDA ITEMS A THROUGH D. MR. REEVES SECONDED THE MOTION. THE MOTION CARRIED. ROCK, REEVES, MARTINEZ, CLOWER, GRANADO AND HARRIS VOTING IN FAVOR. NISKALA, MARTIN, YOUNG AND ALONZO ABSENT.

Held 2018 Budget Workshop #4

Mr. Robert Saldaña commented this will be Budget Workshop #4 and the directors will present their department(s) report. He mentioned the Agency has previously reported on three separate workshops; #1 for Priorities and Assumptions, #2 went over Revenues and Administrative Budgets; #3 was the Transit Operations and the bulk of the Agency's budget and #4 will be the remaining budgets to include depreciation, sub-recipients agreements and grants. He commented, after this workshop, we will post a Public Notice, hold a Budget Workshop #5 that summarizes better projection of all department budgets, and then on October 4, 2017 we will submit the Agency's Budget and post Public Notice on October 15, 2017 online. Mr. Saldaña said if a 6TH workshop is required, it would be held on October 25, 2017 for possible adoption on November 1, 2017.

Customer Service – Ms. Sharon Montez reported on the line items and the proposed 2018 budget is reduced by 10.31 percent at \$402,871 versus \$449,167, or by \$46,296.

Staples Street Center – Ms. Sharon Montez reported a 12.89 percent decrease for 2018 proposed budget of \$776,499 versus the 2017 of \$891,427, or by \$114,928. She commented \$54,000 reduction is for consulting lease fees that will not be budgeted in 2018 now that we are fully leased, and a full-time aid was hired so temporary services were reduced by \$7,920. She also commented for utilities, we budgeted on the higher end and now that we have moved into the building, our trend is much lower for an additional savings of \$55,000 for electricity and \$4,500 for water.

Street Maintenance – Mr. Robert Saldaña reported the 2018 proposed budget will increase by 13.68 percent at \$3,125,013 versus 2017 at \$2,749,000, as we have proposed sales tax will increase in 2018. Mr. Jorge Cruz-Aedo commented this is indexed based on growth.

Human Resources – Ms. Angelina Gaitan discussed the line items and reported the 2018 proposed budget decreased by 8.42 percent at \$4,864,700 versus 2017 budget of \$5,312,120 mainly due to salaries and benefits costs being carried for all departments in 2017, and will now only be for the Human Resources department in 2018.

Marketing & Communications – Ms. Kelly Coughlin reported the 2018 proposed budget at \$570,614 versus 2017 budget at \$561,857, or an increase of 1.56 percent, and basically due to the hiring of a Marketing Coordinator. She commented the Marketing Department is now fully staffed with a Director of Marketing, a Marketing Specialist and the Marketing Coordinator.

Safety & Security – Mr. Mike Rendon reported the 2018 proposed budget at \$1,252,210 versus the 2017 budget at \$1,262,929, or a 0.85 percent decrease. He commented there was a savings on the windstorm insurance by a decrease of \$31,295. Mr. Cruz-Aedo commented this budget includes the law enforcement agreement included in it. He said although we would like to add hours to safety and security for law enforcement, we provide more than adequate coverages, highest level of security for our riders, yet this was not the year to expand the hours as we are keeping consistent with our current services. He commented bids had been received and we will soon find out if the Agency will need to add or subtract from the proposed budget.

Debt Service – Mr. Robert Saldaña commented this budget reflects our payment schedule back to bond that we issue. He said the 2018 proposed budget at \$1,605,708 versus 2017 at \$1,048,826 increased by 53.10 percent, and is based on including the interest expense and the principal amounts. Mr. Cruz-Aedo said this is our mortgage payment for the Staples Street Center.

Sub-Recipient Agreements – Mr. Robert Saldaña reported this is our 5310 monies, a path through grants for various entities, and our proposed budget for 2018 will have a 7.64 decrease from 2017 \$294,343 to \$271,945. He also commented these numbers are based on the last 5 years the Agency has averaged, and items that fall under this budget are Mobility Management, Vehicles and Capital Projects.

Depreciation – Mr. Saldaña reported this proposed budget for 2018 at \$4.3 million versus 2017 \$4.6 million, or a 6.03 percent decrease, and is made up from our 100 percent locally funded CIP projects which include the 20 percent from Federal funds.

Heard Presentations:

a. Hurricane Harvey Emergency Response Report

Mr. Saldaña reported there were 120 employees that worked during the storm, and said the Agency started tracking the storm on August 22, 2017. He commented Marketing began reporting on the status of the Agency's service on August 23, 2017. Mr. Saldaña commented on August 24, 2017, we began informing the public about our service, and on August 25, 2017 the day the storm hit, we communicated with local media, CBS, ABC, newsrooms that service is ending due to unsafe conditions.

He commented on August 26, 2017 after the storm, the Marketing department continued to communicate services were suspended to customers. Director of Marketing was interviewed on Kiii News and she continued to highlight the changes across radio, television and traditional media. Mr. Saldaña reported on the actions taken for the Agency's fleet pre, during and post-landfall of the storm for Transportation, Maintenance, Purchase Transportation and Materials Management departments. He also reported on the Administration departments of Finance, IT, Procurement and Compliance as actions were being taken to keep the Agency working properly pre/post storm. The Agency lost our cable, yet still had power.

He mentioned over the next few weeks, the Agency will file claims with FTA, FEMA and TML insurance. Mr. Cruz-Aedo commented and commended the staff that stayed and kept the Agency running as safe and efficient during this storm, and was honored to be the CEO who had staff that were concerned and did what it took to keep the Agency running.

Mr. Curtis Rock also commended the staff for all they did during the storm. Mr. Reeves also commended staff for keeping the community informed and transporting those who needed help. Mr. Harris also commended the staff and commented to continue to keep the Board members informed of building and facilities assessments during a crisis such as this storm.

b. July 2017 Financial Report

Mr. Saldaña reported the month of July fell short of budget by \$579,880, and was due to higher costs associated with health care insurance from Human Resources budget. He said timing of purchases in Purchased Transportation, MIS, Vehicle Maintenance and Facilities Maintenance were also a factor. Mr. Saldaña commented depreciation expense was significantly higher than budgeted and added to the shortfall, basically because the depreciation amount represents only the local share of the depreciation expense while the actual represents the portions of both local and federal amounts. He commented combined operating revenues were down, along with grant and investment income, and there is optimism in terms of

sales tax, as CCRTA begins to see its share of the strong sales tax growth across the state.

c. July 2017 Operations Report

Mr. Gordon Robinson reported for July's operations, system-wide boardings for all services totaled 443,044, or a 0.7% increase versus 440,030 boardings in July 2016. He commented unleaded fuel per gallon at \$2.02 compared to \$2.00 per gallon in July 2016, and we our On-Time Performance at 97.6 percent met the standard of 96 percent, Miles Between Roadcalls came in at 17,864 and exceeded the standard of 12,250. Mr. Robinson stated Customer Service logged 58 Customer Assistance Forms (CAF's); 36 verified as valid, a significant decrease from 42 verified CAF's in June 2017, and were 7 commendations in July. He stated there were 3 vehicle accidents in July; 1) accident was determined non-preventable; 2) accidents preventable and YTD accident rate for June is 1.65/100,000 miles driven; the CCRTA operators drove a total of 309,523 miles. Mr. Robinson said the Agency logged 1,400 hours of security coverage for all areas of CCRTA Operations. He commented officers arrested 4 persons for public intoxication, issued 21 criminal trespass warnings, arrested 8 persons for criminal trespassing, made 333 contacts with individuals and responded to 19 other calls for service.

d. Procurement Update

Mr. Saldaña reported on three current projects to include IFB for Leopard Parking Lot Improvements at a cost of \$90,119.43; two RFPs - 1) Law Enforcement Services at \$2,035,116 and 2) Local Long Distance Service Provider at \$91,000. He said for the 4 Month Outlook, there are 4; Bus Passes at \$102,000; Depository and Banking Service at \$57,600; Portfolio Management/DB & DC Plans at \$186,000; and Actuarial Services at \$57,600. He stated for projects requiring the CEO's signature authority, there are six items; 3 of them are for Occupational Therapist Services not to exceed \$12,000 each, 1 for Solid Waste Services not to exceed \$20,214, 1 for Unleaded Fuel not to exceed \$12,000 and the remaining agreement for Benetrac, not to exceed \$16,308. Mr. Saldaña reported on the month-to-month contracts and agreements being 3 items; Long Term Disability at \$21,550, Marina Rental Space at \$11,893 and Pre-Employment Background Screening not to exceed \$20,300.

Heard CEO's Report

Mr. Cruz-Aedo reminded the Board members of the Board Retreat meeting on September 15, 2017, and it will include Ethics Training for the members.

Heard Chairman's Report

Mr. Curtis Rock deferred his time to the members and several spoke on separate items.

Adjournment

There being no further review of items, the meeting adjourned at 9:39 a.m.

Submitted by: Dena Linnehan

Edward Martinez, Secretary

**REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS' MEETING MINUTES
WEDNESDAY, OCTOBER 4, 2017**

Summary of Actions

- 1. Pledge of Allegiance**
- 2. Moment of Reflection**
- 3. Conducted Roll Call**
- 4. Reading of Mission and Vision Statements by Board Chairman**
- 5. Adopted Resolutions for Outgoing Board Members**
- 6. Administered Oath of Office to Incoming New Board Members**
- 7. Provided Opportunity for Public Comment**
- 8. Heard Update on RCAT Committee Activities**
- 9. Action to Approve Board of Directors' Meeting Minutes of August 2, 2017**
- 10. Action to Approve Consent Agenda Items –**
 - a. Issue a Request for Proposal (RFP) for Life Insurance and Accidental Death and Dismemberment (AD&D)**
 - b. Issue a Request for Proposal (RFP) for Occupational Medical Services**
 - c. Issue a Request for Proposal (RFP) for Long-Term Disability (LTD) and Short-Term Disability (STD) Insurance**
 - d. Adopt a Resolution Designating Certain Individuals the Authority to Sign Checks**
 - e. Adopt a Resolution Approving the Investment Policy, Designation of Investment Officers, Designation of Investment Advisor and List of Approved Brokers/Dealers**
 - f. Authorize Staff to Enter into a New Investment Relationship with TexPool Investment Pools Participation Agreement, Completion of Documents Required to Open Investment Accounts, and Designate Authorized Representatives to Conduct Business Transactions on Behalf of the Agency**
- 11. Action to Approve the Request for Proposal (RFP) for the Law Enforcement Services Contract**
- 12. Heard Presentations –**
 - a. August 2017 Financial Report**
 - b. Procurement Update**
 - c. August 2017 Operations Report**
- 13. Held Closed Session and Possible Action Thereafter in Open Session Concerning Evaluation of CEO**
- 14. Heard CEO's Report**
- 15. Heard Chairman's Report**
- 16. Adjournment**
- 17. Information –**
 - a. RCAT Minutes – August 21, 2017**
 - b. Member Inquiry Forms – Committees Meetings – August 23, 2017; Special Board Meeting – August 23, 2017; Board Meeting – September 6, 2017**

The Regional Transportation Authority Board of Directors met at 8:30 a.m. in the Regional Transportation Authority Staples Street Center facility located at 602 N. Staples Street, 2nd Floor Board Room, Corpus Christi, Texas.

Board Members Present: Curtis Rock, Chairman; Michael Reeves (*via video conference*), Vice Chairman; Edward Martinez, Secretary; George B. Clower; Glenn Martin, Scott Harris, Tom Niskala, Larry Young, Abel Alonzo, Dan Leyendecker and Patricia Dominguez

Board Members Absent: None.

Staff Present: Jorge Cruz-Aedo, CEO; Daniel Benavides, Esteban Campos, David Chapa; Kelly Coughlin, Jennifer Fehribach, Angelina Gaitan, Bryan Garner, Anna Hinojosa, Monica Jasso, Denise Jones, Dena Linnehan, Derrick Majchszak, Sharon Montez, Victoria Reyes, Mike Rendón, Gordon Robinson, Sandy Roddel, Robert Saldaña; Susan Teltschik

Public Present: John Bell, Wood, Boykin, Wolter, CCRTA Legal Counsel; Benjamin Schmit, MV Transportation; Matt Woolbright, Caller-Times; Nicole Woolbright, KCS; Tommy Cabello, Ron Benavides

Call to Order & Roll Call

Mr. Curtis Rock called the meeting to order at 8:30 a.m., announced the Pledge of Allegiance and held a moment of reflection. Mr. Edward Martinez called Roll and stated a quorum was present. Mr. Jorge Cruz-Aedo commented Mr. Michael Reeves was attending via our technology meeting system from Houston, Texas. He said Mr. Reeves will be seen and is able to hear, discuss and vote on any of the items presented at this meeting. He also asked all members to speak into the microphones so everything is clear and heard by all.

Mr. Rock read the Agency's Mission and Vision Statements aloud and asked everyone to reflect on the purpose of the Agency.

Adopted Resolutions for Outgoing Board Members

Mr. Rock presented a Resolution to our outgoing board member Mr. A.R. 'Butch' Escobedo. Mr. Escobedo thanked the Board Members and the Agency for allowing him this opportunity to serve and appreciated their concerns due to his spouse's health, causing him to resign.

Administered Oath of Office for Incoming Board Members

Mr. Rock commented that Mr. John Bell, the Agency's General Counsel will swear in our two new board members; Dan Leyendecker from the County of Nueces and Ms. Patricia Dominguez from the City of Corpus Christi.

Opportunity for Public Comment

No one spoke under Public Comment.

Heard Update on RCAT Committee Activities

Ms. Ann Bauman welcomed the new board members. She said the committee honored Mr. Arnold Metza as their quarterly Unsung Hero Award recipient at the last meeting on September 14, 2017, and said Mr. Metza was the most commended bus driver at the CCRTA. Ms. Bauman reported on a vacancy at the City's Human Relations Commission. She said Ms. Sharon Montez reported to RCAT on the Emergency Response Report for Hurricane Harvey. She mentioned Ms. Montez said the Agency is in the process of updating the budget items for 2018.

Heard Consent Agenda Items

Mr. Rock asked members if there were any items A through D to be pulled for discussion, and no one responded, so he asked for a motion to approve the following items:

- a. **Action** to Issue a Request for Proposal (RFP) for Life Insurance and Accidental Death and Dismemberment (AD&D)
- b. **Action** to Issue a Request for Proposal (RFP) for Occupational Medical Services
- c. **Action** to Issue a Request for Proposal (RFP) for Long-Term Disability (LTD) and Short-Term Disability (STD) Insurance
- d. **Action** to Adopt a Resolution Designating Certain Individuals the Authority to Sign Checks
- e. **Action** to Adopt a Resolution Approving the Investment Policy, Designation of Investment Officers, Designation of Investment Advisor and List of Approved Brokers/Dealers
- f. **Action** to Authorize Staff to Enter into a New Investment Relationship with TexPool Investment Pools Participation Agreement, Completion of Documents Required to Open Investment Accounts, and Designate Authorized Representatives to Conduct Business Transactions on Behalf of the Agency

MR. EDWARD MARTINEZ MADE A MOTION TO APPROVE THE CONSENT AGENDA ITEMS A THROUGH D. MR. TOM NISKALA SECONDED THE MOTION. THE MOTION CARRIED. ROCK, REEVES, MARTINEZ, CLOWER, MARTIN, HARRIS, NISKALA, YOUNG AND ALONZO VOTING IN FAVOR. ABSENT NONE.

Action to Approve the Request for Proposal (RFP) for the Law Enforcement Services Contract

Mr. Rendón provided a background on the RFP since May 3, 2017 when the Board approved the RFP, Scope of Work on June 7, 2017 and the RFP being issued on June 12, 2017. He stated the Bid Opening meeting was held on August 31, 2017 and the Agency received four proposals and they were evaluated by the Review Team of 5 members from departments of Operations, Transportation, Administration, Capital Projects, and Safety & Security. He also stated points given for each proposal were for Approach & Work Plan, Qualification & References, Experience, Training, Technical and Price Scores for a Total Score of points. Mr. Rendón commented the tabulation results were based on the 3-year base bid amount, an administration fee for the bid totals. He stated the best value recommendation from the Review Team was to award

the bid to Off Duty Services and provided the results to the Board using a PowerPoint slide. Mr. Rendón commented Off Duty Services' results were based on their enhanced coverage above and beyond a security service for natural disasters, there was minimized liability exposure as they carried their own general liability and workers' compensation plan, administered payroll and also utilize a mobile app, OfficerTRAK, so they know where their officers are at all times when working.

Mr. Larry Young spoke and made a motion to award the contract to Tommy Cabello with 22 years of experience and a law enforcement officer in this community. He stated his bid came in lower and is currently performing security for this community and this Agency. Mr. Rock asked for a second on the motion, and Mr. Bell, said there needs to be more detailed as an RFP was issued, and it was stated in the RFP, a contract would be awarded based on the scoring of 4 criteria, plus price proposal reflected in the memo. He asked Mr. Rendón to display the slide with the details and said this is the legal obligation of the Agency in awarding this contract.

Mr. Bell said to Mr. Young, if your motion is based on experience and want to award the contract based on experience, the points need to be adjusted in your motion so that the contract is awarded to the bid with the highest points per the legal obligation of the Agency and the criteria in the RFP. Mr. Bell asked if Mr. Young would like to give Mr. Cabello 15 points for experience, and Mr. Young responded, yes, along with training and other areas in the scores. Mr. Young said this contract is about law enforcement and not security, and the bidders are companies with the exception of Mr. Cabello, and seem to be weighted heavily in the scoring, and the individual being scored on himself. He said he would like to see the scoring be higher in the areas of Training, Experience and Qualifications & References in scoring summary for Mr. Cabello. Mr. Rock asked for the members for any discussion on this item.

Mr. Dan Leyendecker spoke up to ask if there were any specific requirements for insurance coverage in the RFP, and Mr. Rendón stated yes it was in the contract. Mr. Leyendecker also asked if the contract was specific for an independent contractor, and Mr. Rendón said no, it could be an individual or a company. Mr. Leyendecker also asked if it were an individual, would they provide payroll services, and Mr. Rendón said no. Mr. Leyendecker asked what the budget for the contract was, and Mr. Rendón said it is for \$2,300,000 million. Mr. Leyendecker also asked if original signatures were required on the RFP, and Mr. Rendón stated yes they were. Another question by Mr. Leyendecker was did we conduct interviews with the companies or individuals, and Mr. Rendón said no, bidders were invited during the request for bid process. For the administration fee, Mr. Leyendecker asked how it was paid; annually, divided by 3, and Mr. Rendón said yes the total would be divided by 3 since it was a 3-year contract.

Mr. Scott Harris had a few questions and asked to repeat the budget for this contract, and Mr. Rendón stated it is for \$2,035,000 million for the 3-year contract. Mr. Harris also asked how many officers will be available for the Agency to utilize on the contract, and Mr. Rendón commented that we currently utilize 26 part-time officers for all our locations with 1 rover, and each bidder told us they would re-hire the current officers and add a few additional ones to the team currently being used. Mr. Harris asked if 26

officers were actually a requirement, and Mr. Rendón said yes as the officers are part-time due them only being able to work 25 hours maximum, and we need them to work a 40 hour shift which is spread out with the number of officers who can work part-time. Mr. Harris also asked how many arrests have been made, and Mr. Rendón mentioned he did not have a number, yet there are at least 15 arrests for public intoxication, criminal trespassing, etc. on a monthly basis, incidents are even more per month. Mr. Harris commented the spending of two million dollars without having any data to support what and where the monies are being used is a big concern. He continued and said we will continue to repeat history by hiring the same officers, so his concern for spending this amount of money on law enforcement without the data, he does not see the value, has a hard time approving any contract that does not support the funds being spent, and we need to do our due diligence on this contract in these areas.

Mr. Abel Alonzo commented he rode the bus into the meeting and was thankful there was a security guard on duty as two people who boarded the bus went after one another. He spoke on the bad things going on in the world and we come in here and mention we don't need security and this is wrong as we need security or law officers protecting the disabled, the riders and the community. He asked the other members to ride the buses and see what is going on.

Mr. Niskala questioned if the RFP required as part of the submittal, the certification form, certification and statement of qualifications, and disclosure of certification information forms, and Mr. Rendón said yes. Mr. Niskala said he did not see those in Mr. Cabello's response and was it still considered a responsive response. Mr. Saldaña spoke to say this was a part of the pricing schedule in the RFP package, and he responded yes it was part of the submittal when Mr. Niskala asked if it had been submitted by Mr. Cabello.

Mr. Young stated due to his many years of experience in and of the law enforcement office, it is a usual process for officers who work in our community to seek approval from the various departments of who hire them and who they represent. The form is submitted by them through the chain of command and it must be approved as officers are required to submit to ask permission to work extra duty jobs. He commented he had reached out to area law enforcement administrators, and they all concur their officers have to ask or submit permission to work an extra duty work and they will not allow them to work for a security company. He asked, so if we select a security company, where will the officers come from if the local agencies will not allow it which Robstown, Portland and Corpus Christi Police Departments and Precinct 1 told him, and that is all he has to say. Mr. Rock asked him if he wanted to amend his motion to change the scorings, and Mr. Young stated he along with other board members did not have anything to do with the RFP as that was a staffing issue, and he believes the numbers were skewed against Mr. Cabello as an individual instead like the other bidders as they are all a company. He said the numbers are skewed and misleading. Mr. Bell commented the CCRTA has a legal obligation to award this contract based upon the criteria stated in the RFP. Mr. Bell stated if Mr. Young believes the scores were skewed the wrong way, he may provide an adjustment of points in your motion. He said for example, if you believe, it was skewed across the board, by adding 6 points

to each of the four categories would cause the scoring to be higher, and would legally authorize you to award this contract. He mentioned Mr. Young's comment in personally contacting administrators at various police departments cannot be considered at all by this body in making the decision, as 1) it was not part of the criteria in the RFP, and 2) Off Duty Services is legally obligated under the contract to provide security officers and that they are providing five million dollars of independent general liability insurance. He also commented that Mr. Young's earlier comment on the City's officers hired for off duty services are covered by the City's general liability umbrella, is not technically true, as yes the City can be sued if one of their officers is in an altercation, however, the first person to be sued regarding this contract would be the CCRTA since the officer would be directly employed by the Agency. Mr. Alonzo asked is it better being able to use the local agencies for officers who know the culture of the community, and Mr. Bell responded yes that would be a valid consideration.

Mr. Young directed his comment to the Board Chair and said, our counsel has suggested that 6 points would be adequate, and based on what our counsel is suggesting, and move forward by adding 6 points in every category for Mr. Cabello so that is my motion. Mr. Reeves asked for clarification on the amended motion. Mr. Rock read the motion to be to award the contract to Tommy Cabello by adding 6 points to each of the categories for total points of 88.2, and asked for a second to the motion. Mr. Alonzo seconded the motion. Mr. Leyendecker asked if any references were contacted and Mr. Rendón said yes for all four of the bidders and all had very good recommendations. Mr. Rock asked for a vote.

MR. LARRY YOUNG MADE A MOTION TO AWARD THE LAW ENFORCEMENT CONTRACT BY ADDING 6 POINTS TO EACH CATEGORY FOR A TOTAL OF 88.2 POINTS TO TOMMY CABELLO. MR. ABEL ALONZO SECONDED THE MOTION. THE MOTION CARRIED. ROCK, REEVES, MARTINEZ, CLOWER, MARTIN, YOUNG AND ALONZO VOTING IN FAVOR. HARRIS AND NISKALA ABSTAINING.

Heard Presentations:

- a. **August 2017 Financial Report** – Mr. Saldaña reported August fell short of budget by \$20,689 due to three factors; emergency mobilization efforts from Hurricane Harvey that affected both operating revenues and operating expenses; non-operating revenue actuals from sales tax and grant assistance revenues that were short of budget expectations; and depreciation expense continuing to exceed budget due to differences in percentages applied in local and federal dollars. He said sales tax revenue represents 92 percent of non-operating, and 85 percent of total revenues, and our accounting accrual was short by \$77,967. He commented that actual sales tax revenue of \$2,645,533 reported in the August financials represents an accumulation of transactions occurred to-date. Mr. Saldaña reported for the month of August, Passenger Service collected revenues of \$125,083, a decrease of \$38,486 or 23.52 percent versus August 2016 which totaled \$163,569. He continued with monthly departmental expenses under budget by \$136,673, or 5.2 percent, year to date expenses also under budget by \$734,621, or 3.4 percent, and

variances due to timing of purchases for supplies and cost savings from several unfilled staff positions, yet offset by higher health insurance costs.

- b. Procurement Update** – Mr. Saldaña reported current projects to include 1) Law Enforcement Services at \$2,035,116 and 2) ADA Bus Stop Improvements Phase VI at \$429,673. He said for the 4 Month Outlook there are 3 projects to include 1) Depository and Banking Service at \$57,600; Portfolio Management/DB & DC Plans at \$186,000; and Actuarial Services at \$57,600. He commented for projects requiring the CEO's signature authority, there are seven items; 3 of them are for Occupational Therapist Services not to exceed \$12,000 each, 1 for Unleaded Fuel not to exceed \$12,000; 1 for Benetrac, not to exceed \$16,308; 1 for Transloc not to exceed \$45,000, and 1 for FleetNet not to exceed \$29,520. Mr. Saldaña reported on the month-to-month contracts and agreements being 3 items; Long Term Disability at \$21,550, Marina Rental Space at \$11,893 and Pre-Employment Background Screening not to exceed \$20,300.
- c. August 2017 Operations Report** – Mr. Gordon Robinson reported on August boardings for all services totaled 407,166, or a 17 percent decrease as compared to 490,942 boardings in August 2016. He said we lost 3 days of service at a 17 percent difference than last August due to Hurricane Harvey. Mr. Robinson commented that our ridership decline was primarily due to Hurricane Harvey which made landfall on August 25, 2017, and our services ended at 1pm. He said no regularly scheduled services were operated on August 26 through August 28, and limited service resumed on August 29, 2017. After the hurricane, he reported a ramping up of services on August 30TH with full service as of August 31ST. He said services would end at 8pm each day due to storm damage and hazards. Mr. Robinson said full service resumed beyond 8pm on September 1ST except for Route 55 serving Gregory and Port Aransas services.

Discussion (in Closed Session) and Possible Action Thereafter in Open Session Concerning Evaluation of CEO

No Action Taken.

Heard CEO's Report

Mr. Cruz-Aedo announced on Tuesday, October 31ST, the Agency will hold a Customer Appreciation Day at all locations and passing out tokens of appreciation.

Heard Chairman's Report

Mr. Curtis Rock deferred his time to the members and several spoke on separate items. Mr. Rock announced he would not be seeking chairmanship in January.

Adjournment

There being no further review of items, the meeting adjourned at 10:38 a.m.

Submitted by: Dena Linnehan

Edward Martinez, Secretary



Subject: Authorization to Issue an Invitation for Bids (IFB) for Lubricant & Fluid Supply

Background

The RTA requires heavy duty motors oils, lubricants, and fluids to maintain the fleet within Original Equipment Manufacturers (OEM) specifications, insuring warranties and fleet integrity. Lubricants and fluids must meet operational cycle demands for Diesel & CNG as outline by OEM specifications. Additionally, RTA fleet has a five-year warranty with an extended warranty for the new CNG Fixed Route Fleet. OEM specified lubricant and fluid supplies ensure the fleet remains compliant with manufacturer warranties and FTA State of Good Repair requirements.

Identified Need

A supply agreement assures RTA will maintain firm pricing, eliminate supply shortages, and meet demand. OEM specifications ensure all assets remain in a State of Good Repair as outlined by the Federal Transportation Administration. RTA requests bulk purchase of the following lubricant and fluid supplies;

TYPE OF LUBRICANT / FLUID	ESTIMATED ANNUAL USAGE / GALLONS
DIESEL ENGINE OIL/HYDRAULIC	2000
NATURAL GAS ENGINE OIL	3000
ENGINE COOLANT	2640
TRANSMISSION FLUID	900
BEARING GREASE	192
DIFFERENTIAL/REAR AXLE FLUID	800

The lubricant and fluid IFB is structured as a three-year firm supply agreement with two(2) one-year options following Board approval.

Disadvantaged Business Enterprise

Staff will monitor DBE and collaborate with Bidders to pursue DBE participation, including subcontracting opportunities.

Financial Impact

Total amount of expenditures will be determined on actual usage. Local funds are budgeted in FY2017 & 2018 Operating Budget.

Committee Review

This item was reviewed and approved by the Operations & Capital Projects Committee on October 25, 2017.

Recommendation

Staff recommends the Board of Directors to authorize the Chief Executive Officer (CEO) or Designee to Issue an Invitation for Bids (IFB) for Lubricant & Oil Supplies.

Respectfully,

Submitted by: Bryan J. Garner
Director of Maintenance

Reviewed by: 
Jennifer Fehribach
Managing Director of Operations

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: 2018 Holiday Service Schedule

Background

Each year, the Service Standards require the Board of Directors' to approve service levels on dates which include a holiday or are adjacent to a holiday. In the past, RTA has not operated service on three days during the year, and operated a modified schedule on other dates. Attached is the draft notice to employees and contractors for review and approval.

Identified Need

Staff recommends the Board of Directors' establish the 2018 Holiday Service Schedule as follows:

Date	Holiday	Service Level
Sunday, April 1, 2018	Easter Sunday	No Service
Monday, April 2, 2018	Easter Monday Observed	Weekday Service Level
Monday, May 28, 2018	Memorial Day	Sunday Service Level
Wednesday, July 4, 2018	Independence Day	Sunday Service Level
Monday, September 3, 2018	Labor Day	Sunday Service Level
Thursday, November 22, 2018	Thanksgiving Day	No Service
Friday, November 23, 2018	Black Friday	Weekday Service Level
Monday, December 24, 2018	Christmas Eve	Weekday Service Level: Terminates in Early Evening
Tuesday, December 25, 2018	Christmas Day	No Service
Monday, December 31, 2018	New Year's Eve	Weekday Service Level: Terminates in Early Evening
Tuesday, January 1, 2019	New Year's Day	Sunday Service Level

Financial Impact

No financial impact.

Committee Review

This item was reviewed and approved by the Operations & Capital Projects Committee on October 25, 2017.

Recommendation

Staff requests the Operations and Capital Projects Committee recommend the Board of Directors to approve the 2018 Holiday Service Schedule as cited above for adoption at their next meeting.

Respectfully Submitted,

Submitted by: Gordon Robinson
Director of Planning

Reviewed by: 
Jennifer Fehribach
Managing Director of Operations

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer



To: RTA & Contract Employees
From: Jorge Cruz-Aedo, Chief Executive Officer
Re: 2018 Holidays and Service Levels

These service levels for 2018 are based on past experience with ridership levels within the service area.

- A. Sunday, April 1, 2018 – **Easter Sunday: (RTA HOLIDAY) NO SERVICE.** Administration and Customer Service Center closed.
- B. Monday, April 2, 2018 – **Easter Monday: (RTA ADMINISTRATION OBSERVED HOLIDAY) WEEKDAY SERVICE** level with regular fares. Administration and Customer Service Center closed.
- C. Monday, May 28, 2018 – **Memorial Day: (RTA HOLIDAY) SUNDAY SERVICE** level with regular fares. Administration and Customer Service Center closed.
- D. Wednesday, July 4, 2018 – **Independence Day: (RTA HOLIDAY) SUNDAY SERVICE** level with regular fares. Administration and Customer Service Center closed.
- E. Monday, September 3, 2018 – **Labor Day: (RTA HOLIDAY) SUNDAY SERVICE** level with regular fares. Administration and Customer Service Center closed.
- F. Thursday, November 22, 2018 – **Thanksgiving Day: (RTA HOLIDAY) - NO SERVICE.** Administration and Customer Service Center closed.
- G. Friday, November 23, 2018 – **Black Friday: (NO RTA HOLIDAY) WEEKDAY SERVICE** level with regular fares.
- H. Monday, December 24, 2018 – **Christmas Eve: (NO RTA HOLIDAY) – WEEKDAY SERVICE** level with regular fares, but ending earlier in the evening.
- I. Tuesday, December 25, 2018 – **Christmas Day: (RTA HOLIDAY) NO SERVICE.** Administration and Customer Service Center closed.
- J. Monday, December 31, 2018 – **New Year's Eve: (NO RTA HOLIDAY) – WEEKDAY SERVICE** level with regular fares, but ending earlier in the evening.
- K. Tuesday, January 1, 2019 – **New Year's Day: (RTA HOLIDAY) - SUNDAY SERVICE** level with regular fares. Administration and Customer Service Center closed.



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: Title VI Program Update for Fiscal Years 2014-16

Background

Title VI of the Civil Rights Act of 1964 (Title VI) protects people from discrimination based on race, color, or national origin in programs or activities that receive federal financial assistance. Every three years, the Federal Transit Administration (FTA) Office of Civil Rights conducts discretionary compliance reviews of recipients of FTA funding, including transit providers, state Departments of Transportation, and Metropolitan Planning Organizations to determine their compliance with FTA Circular 4702.1 "Title VI Program Guidelines for Federal Transit Administration Recipients". As the Corpus Christi Regional Transportation Authority is a transit provider which operates 50 or more fixed route vehicles in peak service and is located in an urbanized area of 200,000 or greater in population, a Title VI Program update must be filed in accordance with FTA timelines in order to continue to receive federal funding.

Identified Need

The fiscal year 2014-16 Title VI Program update is due to the FTA 60 days prior to the expiration date of January 31, 2018. Per FTA guidelines, the Board of Directors are required to approve this program update prior to submittal to the FTA in the Transit Award Management System (TrAMS).

In the development of the program update, demographic and socioeconomic characteristics of riders was revised using results of digital, hard copy, and on-board surveys collected under the Transit Plan 20/20 effort and U.S. Census Bureau demographic data. In addition, the 2010 census and current 2011-15 American Community Survey data were used to analyze and report minority, non-minority, low-income, and Limited English Proficient (LEP) populations within census tracts and block groups throughout the service area.

Service equity analysis documents are included in the update for major service changes. No fare increases occurred within this period. Additionally, no Title VI complaints have been filed or investigated in this period.

Financial Impact

None.

Committee Review

This item was reviewed and approved by the Operations & Capital Projects Committee on October 25, 2017.

Recommendation

Staff requests the Operations and Capital Projects Committee recommend the Board of Directors to approve the Title VI Program Update for fiscal years 2014-16.

Respectfully Submitted,

Submitted by: Gordon Robison
Director of Planning

Reviewed by: 
Jennifer Fehribach
Managing Director of Operations

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Title VI of the Civil Rights Act of 1964 Program Report

Fiscal Years 2014-16

Approved by the Corpus Christi Regional Transportation Authority
Board of Directors on November 1, 2017

Submitted in accordance with Federal Transit Administration Circular 4702.1B



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Introduction



The Corpus Christi Regional Transportation Authority (CCRTA) has updated its Title VI of the Civil Rights Act of 1964 (Title VI) Program as required by the Federal Transit Administration (FTA) every three years. Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. § 2000d)

The CCRTA, as a recipient of federal financial assistance, will ensure full compliance with the Title VI, as amended and related statutes and regulations in all programs and activities. In compliance with this requirement and following its own internal policies, the CCRTA actively monitors its programs and services to ensure discrimination does not occur either intentionally or unintentionally. As a result of being a recipient of U.S. Department of Transportation funds, the CCRTA is required to follow guidance of the FTA to prevent decisions having adverse impacts on minorities or low-income populations in compliance with Presidential Executive Order 12898 (Feb. 11, 1994).

The CCRTA provides, without regard to race, color, national origin, sex, age, disability or income level:

- Transit services that are equitably distributed;
- A level and quality of transit services that are sufficient to provide equal access and mobility for all persons;
- Opportunities to participate in the planning, implementation, and decision making processes; and
- Fair decisions on the location of transit services and facilities.

The 2017 Title VI Program update supersedes the Title VI Program of 2014. This report was revised in conformance with the FTA Title VI guidelines as stated in FTA Circular 4702.1B (dated October 1, 2012).

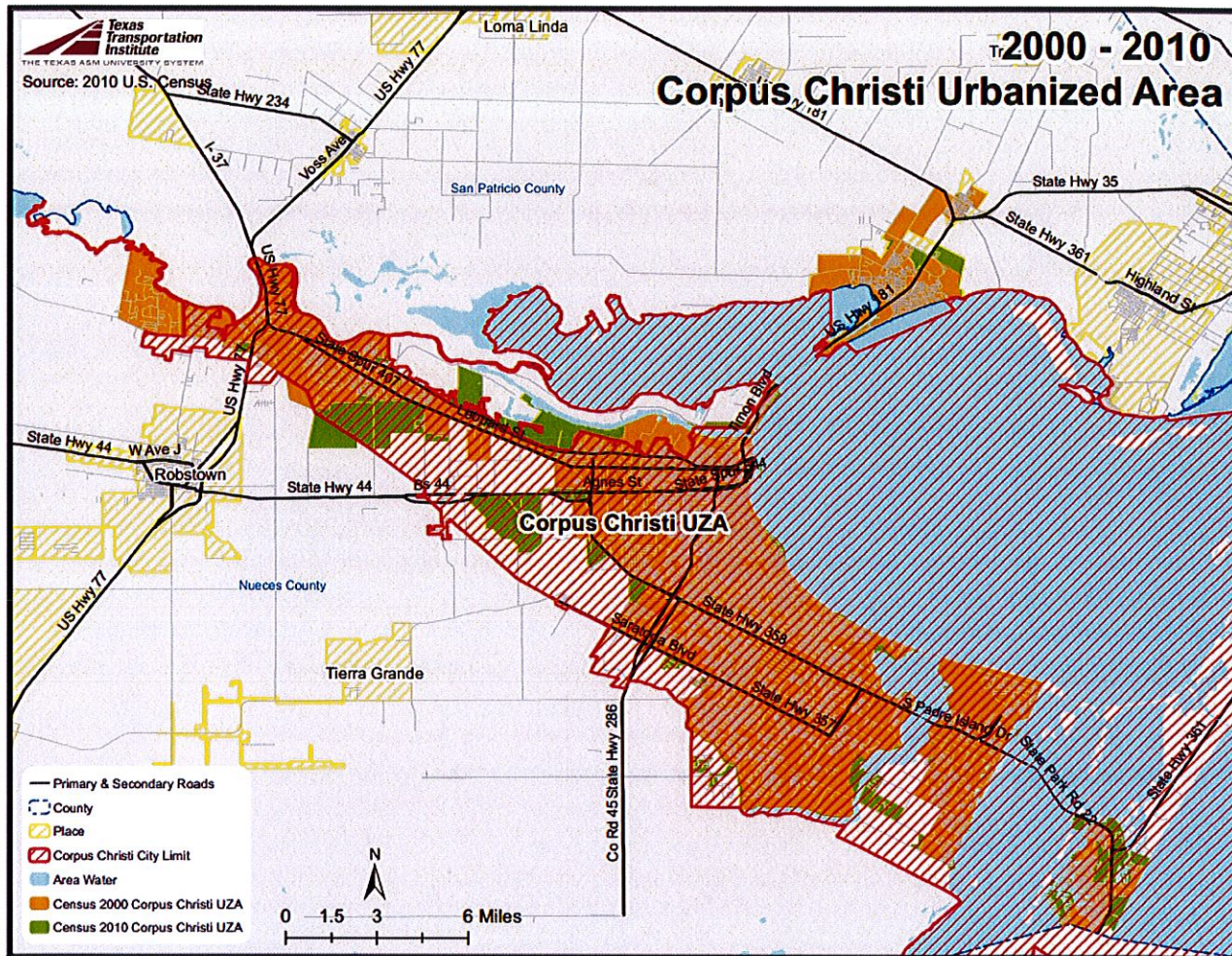
Pending approval by the CCRTA Board of Directors on November 1, 2017, this update will satisfy the December 1, 2017 deadline. This program report will become effective upon the expiration date of the current report on January 31, 2018. This report has been prepared using demographic data from the most recent 2010 census and 2011-2015 American Community Survey (ACS) data as provided by the U.S. Census Bureau, CCRTA Geographic Information Systems (GIS) data, and survey results collected throughout the service area under the Transit Plan 20/20 effort.

System Overview

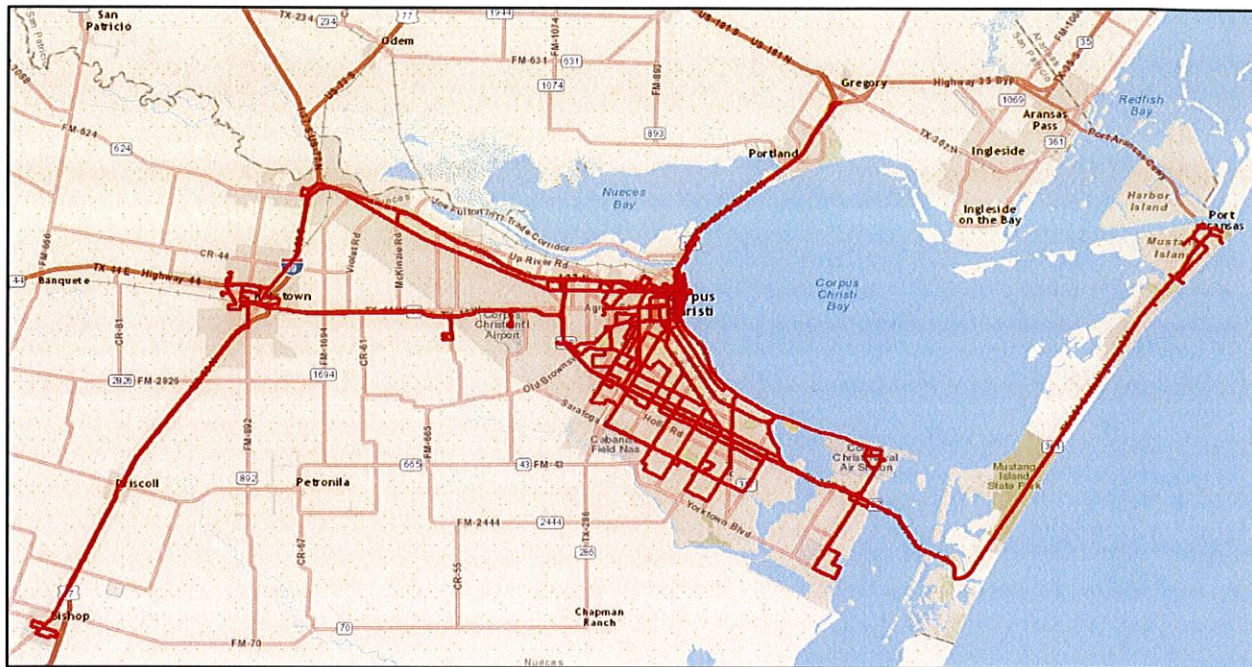
The CCRTA was created to provide quality, accessible, and affordable transportation to the residents in the Coastal Bend of Texas. Services provided during this period include fixed route bus service, regional express bus service, paratransit service for qualified seniors and individuals with disabilities, van pool, and a waterborne ferry service known as the Harbor Ferry which was operated in 2014 and 2015 only. The urbanized area (UZA) in the jurisdiction is called Corpus Christi. Portions of CCRTA's routes also connect into San Patricio County.



The map below illustrates the Corpus Christi UZA boundary within Nueces and San Patricio Counties.



The CCRTA service area covers 838 square miles and records over five million boardings per year throughout the Coastal Bend, which includes Nueces and San Patricio Counties. The map below shows the CCRTA service area and fixed route network. Appendix C contains detailed system maps for reference purposes.



The Cities of Agua Dulce, Bishop, Corpus Christi, Driscoll, Port Aransas, Robstown and Banquete, are located within Nueces County. Corpus Christi is the most populous with 305,215 and the rural City of Agua Dulce is the least populous with 812. The City of Gregory, with a population of 1,907, is the only city located within San Patricio County that is part of the CCRTA's service area. Within this reporting period, the CCRTA operated a network of 44 fixed routes. Service was provided weekdays from approximately 4:40 A.M. to 11:02 P.M. Saturday service was operated from 5:28 A.M. to 10:53 P.M. and Sunday service was operated from 7:30 A.M. to 7:55 P.M. Headways on services varied from 10 minutes to 60 minutes depending on ridership demand. The CCRTA has designated Park and Ride lots in the following areas: Calallen, Gregory, and Robstown. CCRTA's fleet consists of 86 fixed-route buses and 34 paratransit buses. Appendix G contains a detailed description of the bus fleet.

Within this reporting period, the CCRTA operated the following types of transit services:

Primary Transit Network (PTN): These are routes identified by the RTA Long Range Plan and that serve as the backbone of service delivery. These corridors connect major hubs or serve areas of very high ridership.

Standard Routes: Local routes operate within the Corpus Christi urban area in areas with high to medium demand and connect various areas with CCRTA stations or Emphasis Corridors.

Connector Routes: These routes connect outlying portions of the service area with the urban area at major stations. Connector routes may be demand response in outlying areas, but have fixed stops within the urban area.

Local Circulators: These routes serve lower density areas where demand is low to medium and provide a basic level of service.



Flexible Routes: These routes serve specific stops via a designated schedule, but may be scheduled as a demand response service within a designated zone provided the ability to adhere to fixed timepoints. Flexible service is appropriate in low demand areas.

Demand Response Service: Demand response service is provided in areas where demand is very low. Service is offered in a designated zone and should connect passengers to fixed-routes for out-of-zone trips.

Commuter Routes: These are express services traveling point-to-point for commuters. These routes typically operate a limited number of peak hour morning and evening trips matching specific work times.

Downtown Routes: Service that operates to connect short trips downtown and to North Beach and is geared toward providing workers or visitors with access to various attractions or entertainment venues.

Shuttle Services: Shuttle service is a higher frequency, short service offered for specific trip attractors such as a university where parking is limited or difficult.

Ferry: The CCRTA operated a ferry service in 2014 and 2015 only to provide a waterborne connection between downtown and North Beach. The ferry service did not operate in 2016.

B-Line: Persons who are ADA certified are eligible for paratransit service throughout the service area within $\frac{3}{4}$ mile of a fixed route bus service and during the hours of fixed route bus service operation. An extra surcharge is requested for trips outside the $\frac{3}{4}$ mile ADA zone.

Title VI Program Content Requirements

The FTA has established specific guidelines for Title VI general compliance. The CCRTA compiles and maintains data as required by the FTA. Title VI general reporting requirements are listed below. The CCRTA's efforts to satisfy these requirements are outlined in an italic font below:

1. Signed FTA Civil Rights Assurance that all of the records and other information as required under FTA Circular 4702.1B have been or will be compiled, as appropriate, and maintained by the applicant.

A signed FTA Civil Rights Assurance indicating that all of the records and other information required under FTA Circular 4702.1B are compiled, as appropriate, and retained at the CCRTA Administration Office, is included in Appendix A.

2. Signed U.S. Department of Transportation (DOT) Title VI Civil Rights Assurance. Primary recipients shall collect Title VI assurances from subrecipients prior to passing through FTA funds.

A signed Standard Department of Transportation (DOT) Title VI Civil Rights Assurance is retained at the CCRTA Administrative Office, and is included in Appendix B. Subrecipients and contractors follow CCRTA's Title VI posting, filing, and reporting procedures.



3. Copy of agency's Title VI notice to the public that indicates the agency complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI.

A copy of the Title VI Policy notice to the public is included in Appendix H. The notice is also posted on CCRTA's website, www.ccrta.org, under "Contact", and is listed on buses and at transfer stations.

4. Copy of the agency's instructions to the public regarding how to file a Title VI discrimination complaint including a copy of the complaint.

Please refer to Appendix I and J for documents related to filing a complaint. The details of how to lodge a complaint under Title VI are included in all public notices describing Title VI.

5. List of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the agency since the time of the last submission.

Currently, no active complaints, investigations, or lawsuits have been filed against the CCRTA alleging discrimination on the basis of race, color, or national origin with respect to transit services. In addition, no complaints or lawsuits have been filed against the CCRTA regarding Title VI in the past three year period since the last Title VI submission. As a result, no investigations have been conducted.

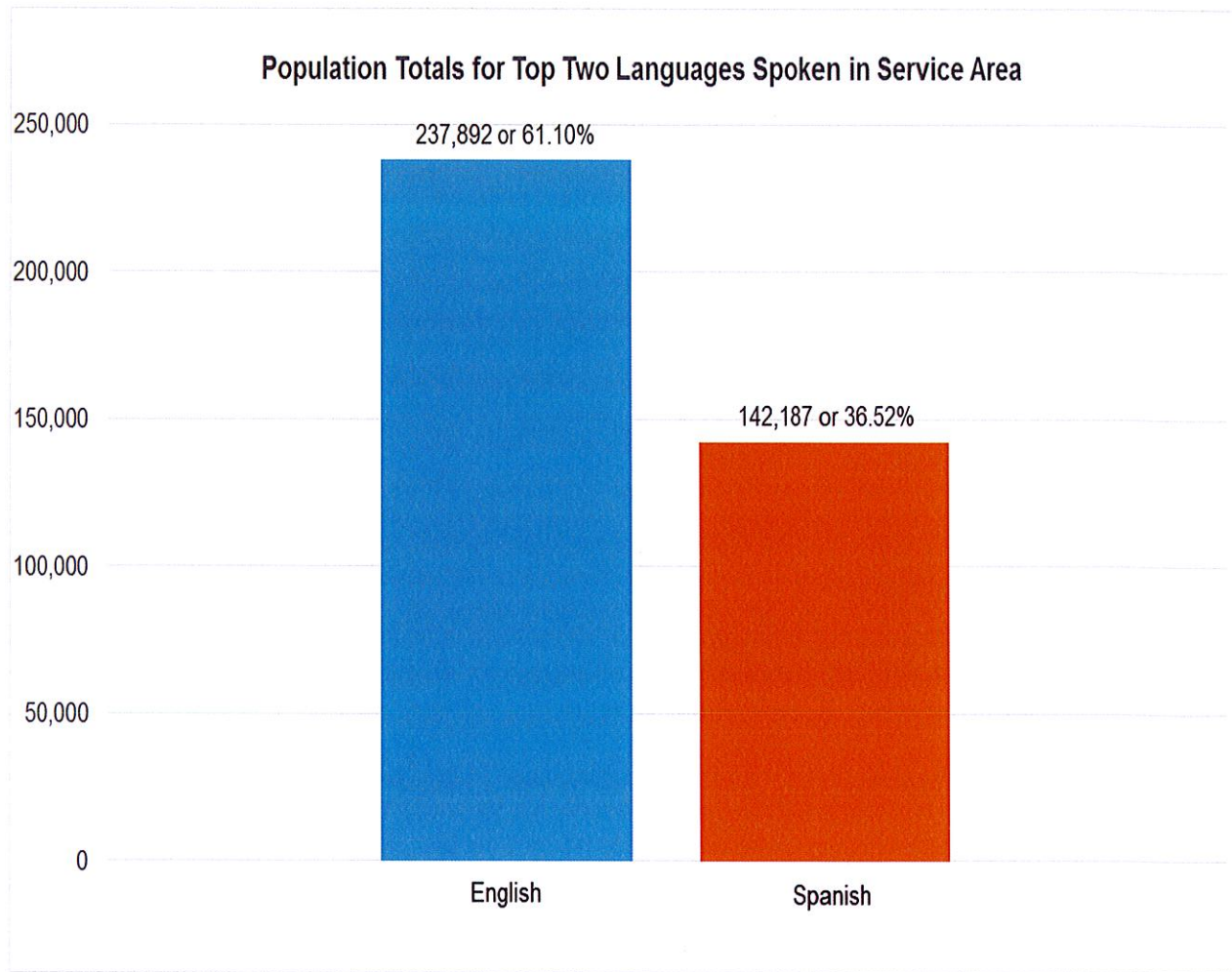
6. A public participation plan that includes an outreach plan to engage minority and Limited English Proficiency (LEP) populations, as well as a summary of outreach efforts made since the last Title VI Program submission.

Please refer to the CCRTA LEP Services Policy and Language Assistance Plan within Appendix F.

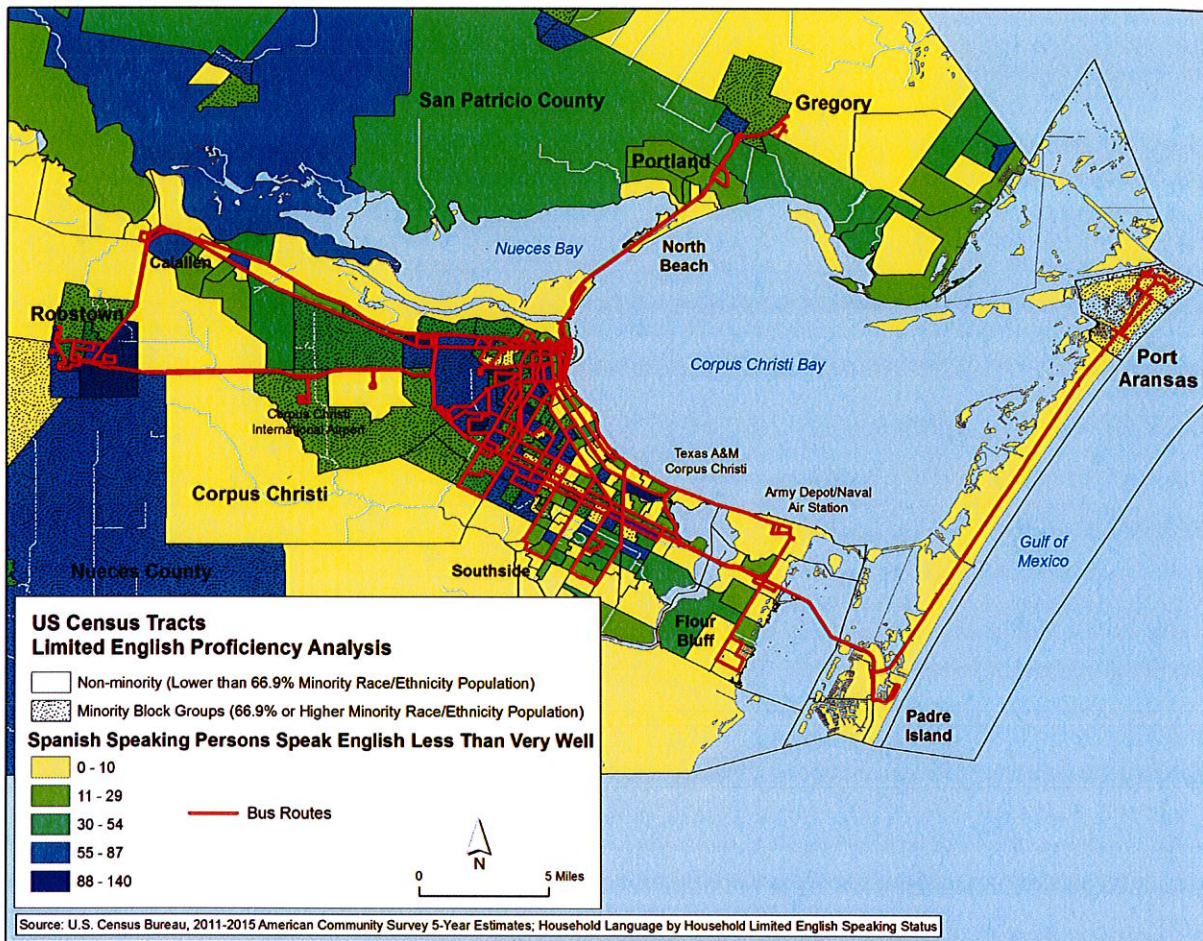
7. A copy of the agency's plan for providing language assistance to LEP persons; based on the DOT LEP Guidance.

Please refer to the CCRTA LEP Services Policy and Language Assistance Plan within Appendix F.

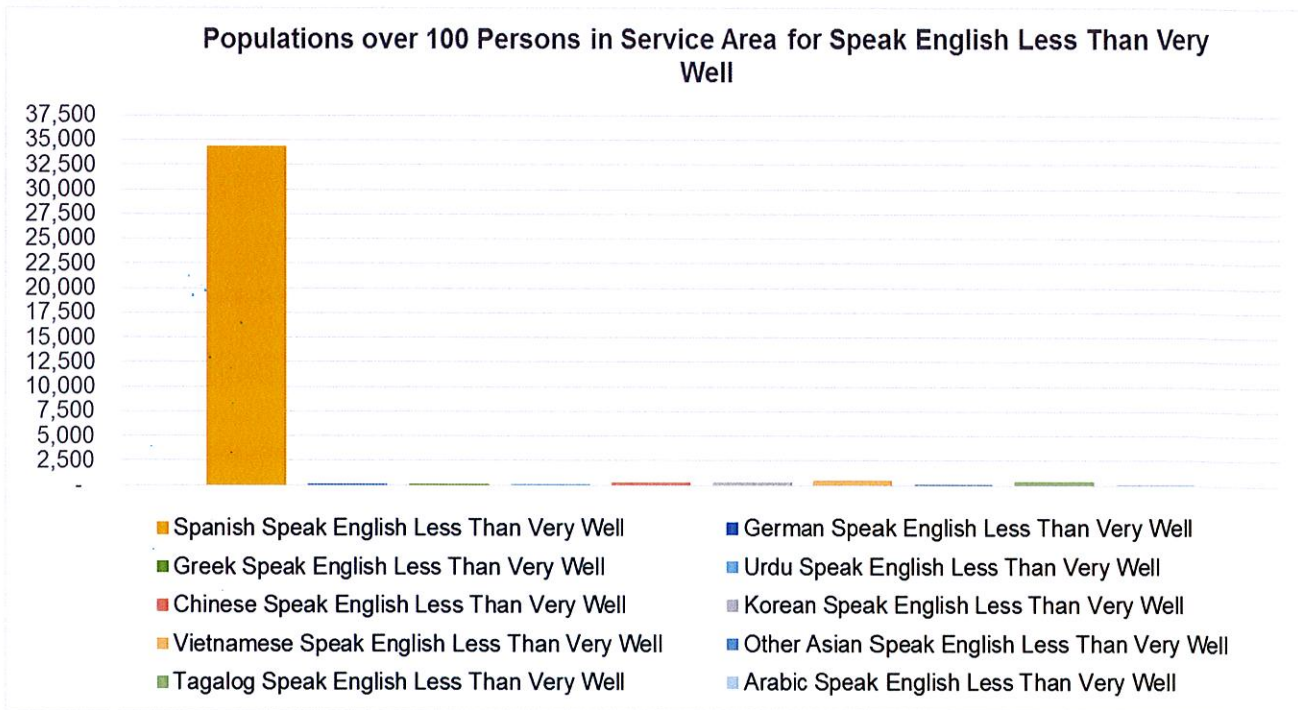
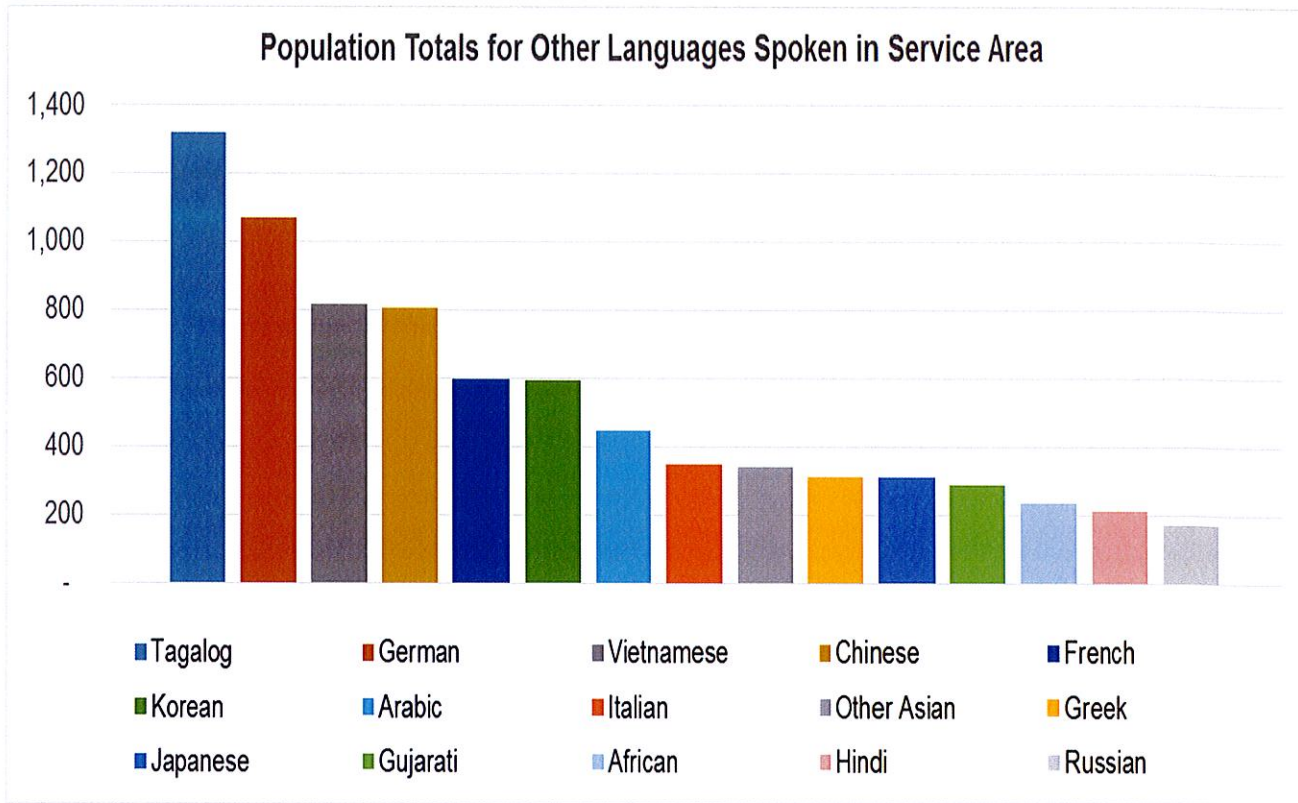
An analysis of the population of the CCRTA service area has identified that under the Department of Justice (DOJ) Safe Harbor provision, multiple languages are spoken within the service area. Based on current data from the U.S. Census ACS, 61% of customers indicated that their primary language is English, 36% indicated Spanish as their primary language, and the remaining 3% were distributed between various other languages.



To ensure that Spanish speaking populations within the service area are able to obtain information on transit services and other agency programs, the CCRTA provides fare and other public information on buses in both English and Spanish. Brochures are translated into Spanish. Bilingual staff is available to provide information over the telephone or in person at the Administrative Office in Corpus Christi. At public meetings or other community outreach events, the CCRTA will provide Spanish-speaking assistance to translate the meeting content upon request.



Per the DOJ Safe Harbor provision, all vital documents are available in Spanish. If necessary, the CCRTA will fulfill other requests for translation as received. These vital written documents “include, but are not limited to, consent and complaint forms; intake and application forms with the potential for important consequences; written notices of rights; notices of denials, losses, or decreases in benefits or services; and notices advising LEP individuals of free language assistance services.” If necessary, CCRTA will provide oral translation for the identified LEP languages as requested.



The CCRTA used the most current 2011-15 ACS data to identify LEP language groups within the service area. Table 1 below provides data on the number of LEP individuals for the top five language groups.



Table 1: LEP Population by Language

Language	Number	% of Service Area Population
Spanish	34,358	8.82%
Vietnamese	508	0.13%
Tagalog	436	0.11%
Chinese	344	0.09%
Korean	290	0.07%

For the LEP population, Spanish persons speaking English less than very well constitute about 8.82% of the service area population. The second most spoken single languages among the LEP population is Vietnamese with 508 persons or 0.13%. Given the results of the assessment, the focus for ensuring LEP participation should be focused on those speaking Spanish throughout the system and other listed languages in Table 1 within potentially impacted census tract or block group areas.

8. A table depicting the racial breakdown of the membership of any transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, membership of which is selected by the agency, as well as a description of efforts made to encourage the participation of minorities on such bodies.

The CCRTA selects the membership of the RTA Committee on Accessible Transportation. The racial breakdown is included in the table below:

Body	White	Hispanic	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races
Service Area Population	61%	37%				
RTA Committee on Accessible Transportation	43%	57%				

9. Narrative or description of efforts made to ensure subrecipients are complying with Title VI, as well as a schedule of subrecipient Title VI program submissions.

For subrecipients, the CCRTA assists its subrecipients as necessary and appropriate; including, for example, providing sample notices, complaint procedures, complaint forms, tracking and investigating procedures, and surveys. Subrecipient Title VI compliance is monitored via reports and site visits.



The CCRTA has conducted a review of each subrecipient including MV Transportation, HMS Global Maritime vessel and dock area, and the City of Port Aransas to ensure compliance with Title VI requirements per direction by the CCRTA.

10. If the agency has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

In May 2014, the CCRTA opened the new Robstown Station in Robstown, Texas. Routes 27, 34, 53, and 67 served this station during this period. In mid-2015, the CCRTA initiated the construction of the new Staples Street Station and Staples Street Center during this Title VI reporting period. These two facilities are located at 602 North Staples Street, Corpus Christi, Texas, 78401. Routes 5, 5x, 5s, 6, 12, 12s, 15s, 16, 17, 19, 21, 21s, 23, 27, 27x, 28, 29, 29s, 76, 76s, 78, and 84 serve the Staples Street Station.

As the site of the three new facilities are located adjacent to or in the exact location of the pre-existing stops or transfer facilities, an equity analysis was not completed.

11. System-wide service standards including:

- a. Vehicle load for each mode
- b. Vehicle headway for each mode
- c. On-time performance for each mode
- d. Service availability for each mode

The CCRTA has included a copy of the system-wide service standards in Appendix D. The standards included in this report were updated in December 2013. In regards to the next reporting period, in June 2017, the Board of Directors approved revisions to the current standards involving bus stop spacing, ridership requirements for placement of amenities, and on-time performance.

12. A demographic analysis of the transit provider's service area including demographic maps and charts completed since submission of the last Title VI Program that contains demographic information and service profiles.

The CCRTA has analyzed each census tract or block group (pending availability), in the service area to delineate its minority or non-minority status as defined by the FTA. Tables and maps are included below.

The CCRTA service area population is estimated at 348,892 as derived from 2010 census data. The total minority share of the service area population is estimated at 233,539 or 66.9%.



Nueces County

Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
340,223	277,402	13,637	2,128	5,731	41,325	206,293	111,870	228,353	67.1%

San Patricio County

Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
8,669	7,314	84	45	65	1,161	4,960	3,483	5,186	59.8%

Total Service Area	348,892	284,716	13,721	2,173	5,796	42,486	211,253	115,353	233,539	66.9%
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Top Ten Minority Population Census Tracts, all within Nueces County, are listed below:

Nueces County

	Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
17.01	6,695	4,683	992	50	8	962	5,478	204	6,491	97.0%
9	4,695	3,533	54	35	0	1,073	4,494	163	4,532	96.5%
56.02	6,342	5,188	49	26	8	1,071	6,048	250	6,092	96.1%
13	4,312	3,485	64	40	4	719	4,041	195	4,117	95.5%
18.01	5,987	4,448	371	36	13	1,119	5,300	291	5,696	95.1%
16.01	4,738	3,349	357	20	2	1,010	4,146	238	4,500	95.0%
10	3,452	2,450	128	28	6	840	3,129	174	3,278	95.0%
56.01	6,494	5,574	136	26	12	746	6,013	351	6,143	94.6%
16.02	4,020	3,206	38	24	6	746	3,756	229	3,791	94.3%
15	4,328	3,293	202	28	6	799	3,867	251	4,077	94.2%

Top Ten Low Minority Population Census Tracts, all within Nueces County, are listed below:

Nueces County

	Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
51.02	3,389	3,188	12	33	44	112	262	3,000	389	11.5%
62	9,235	8,556	70	41	165	403	1,294	7,547	1,688	18.3%
31.01	5,714	4,991	140	62	128	393	1,234	4,026	1,688	29.5%
58.01	6,285	5,827	46	23	75	314	1,950	4,161	2,124	33.8%
21.02	3,439	3,084	53	15	51	236	1,183	2,132	1,307	38.0%
27.05	5,487	4,807	133	41	133	373	1,843	3,320	2,167	39.5%
31.02	4,851	4,076	171	29	174	401	1,473	2,881	1,970	40.6%
25	4,781	4,209	109	20	83	360	1,726	2,822	1,959	41.0%
29	798	581	111	10	27	69	174	457	341	42.7%
30.02	4,912	4,054	170	32	259	397	1,597	2,786	2,126	43.3%



Minority and Non-Minority Census Tracts are analyzed below (Source: U.S. Census Bureau 2010 Census Tract Race/Ethnicity data):

Nueces County

	Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
5	1,661	785	628	6	0	242	960	97	1,564	94.2%
6	6,823	5,227	399	56	14	1,127	5,702	691	6,132	89.9%
7	4,783	3,653	268	18	20	824	3,416	1,061	3,722	77.8%
8	4,340	3,388	252	28	17	655	3,304	762	3,578	82.4%
9	4,695	3,533	54	35	0	1,073	4,494	163	4,532	96.5%
10	3,452	2,450	128	28	6	840	3,129	174	3,278	95.0%
11	1,969	1,434	188	33	12	302	1,521	227	1,742	88.5%
12	4,259	3,381	179	53	35	611	2,712	1,292	2,967	69.7%
13	4,312	3,485	64	40	4	719	4,041	195	4,117	95.5%
14	4,973	4,456	71	27	48	371	2,097	2,693	2,280	45.8%
15	4,328	3,293	202	28	6	799	3,867	251	4,077	94.2%
16.01	4,738	3,349	357	20	2	1,010	4,146	238	4,500	95.0%
16.02	4,020	3,206	38	24	6	746	3,756	229	3,791	94.3%
17.01	6,695	4,683	992	50	8	962	5,478	204	6,491	97.0%
17.02	1,839	1,358	70	11	11	389	1,591	176	1,663	90.4%
18.01	5,987	4,448	371	36	13	1,119	5,300	291	5,696	95.1%
18.02	2,310	1,732	152	5	8	413	2,005	140	2,170	93.9%
19.02	7,930	6,201	483	39	111	1,096	6,413	904	7,026	88.6%
19.03	3,618	3,050	85	28	5	450	3,188	326	3,292	91.0%
19.04	4,790	3,880	159	22	8	721	4,188	441	4,349	90.8%
20.01	4,311	3,571	135	28	6	571	3,484	675	3,636	84.3%
20.02	4,012	3,224	94	26	8	660	3,372	544	3,468	86.4%
21.01	3,963	3,180	167	24	70	522	2,624	1,076	2,887	72.8%
21.02	3,439	3,084	53	15	51	236	1,183	2,132	1,307	38.0%
22	6,072	5,181	163	47	17	664	4,671	1,202	4,870	80.2%
23.01	4,392	3,678	93	27	15	579	3,499	762	3,630	82.7%
23.03	4,328	3,246	273	28	23	758	3,182	834	3,494	80.7%
23.04	5,159	3,995	292	56	60	756	3,608	1,174	3,985	77.2%
24	6,457	5,325	158	57	57	860	4,026	2,115	4,342	67.2%
25	4,781	4,209	109	20	83	360	1,726	2,822	1,959	41.0%
26.01	2,325	1,919	73	19	35	279	917	1,277	1,048	45.1%
26.02	1,899	1,600	38	9	15	237	1,202	626	1,273	67.0%
26.03	3,072	2,625	60	22	17	348	1,703	1,268	1,804	58.7%
27.03	5,000	4,052	159	38	74	677	2,758	1,975	3,025	60.5%
27.04	5,074	4,106	219	22	290	437	1,967	2,521	2,553	50.3%
27.05	5,487	4,807	133	41	133	373	1,843	3,320	2,167	39.5%
27.06	1,267	834	197	10	78	148	529	433	834	65.8%
29	798	581	111	10	27	69	174	457	341	42.7%



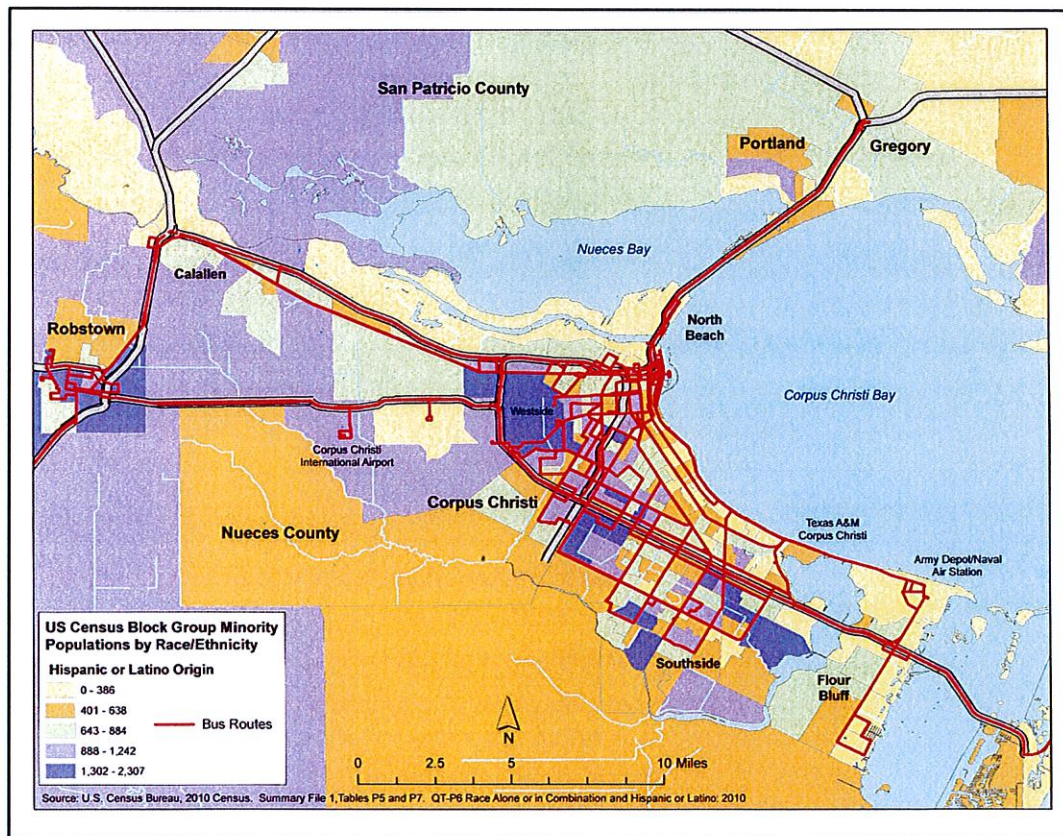
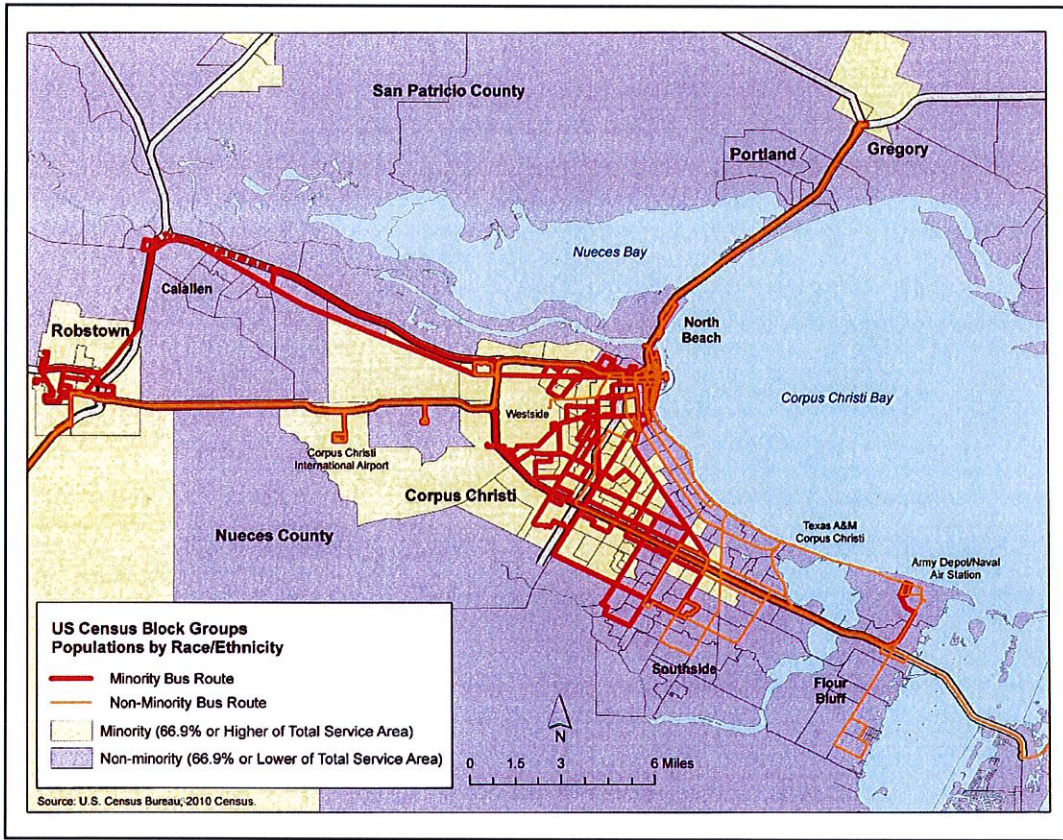
Nueces County

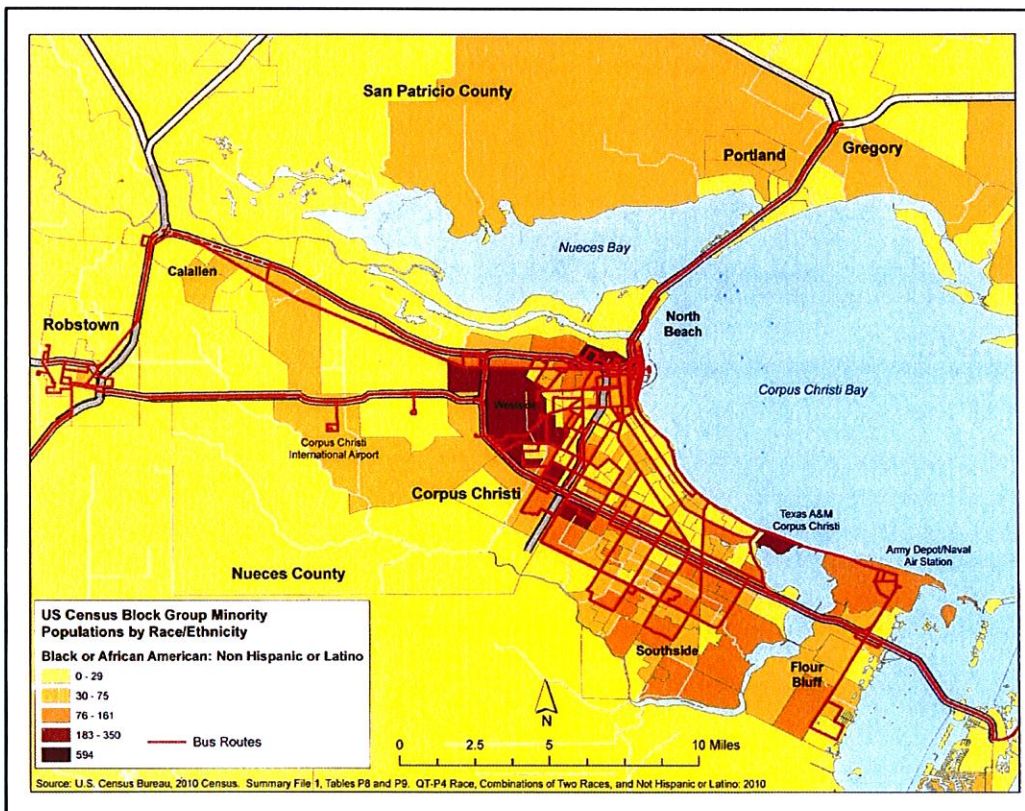
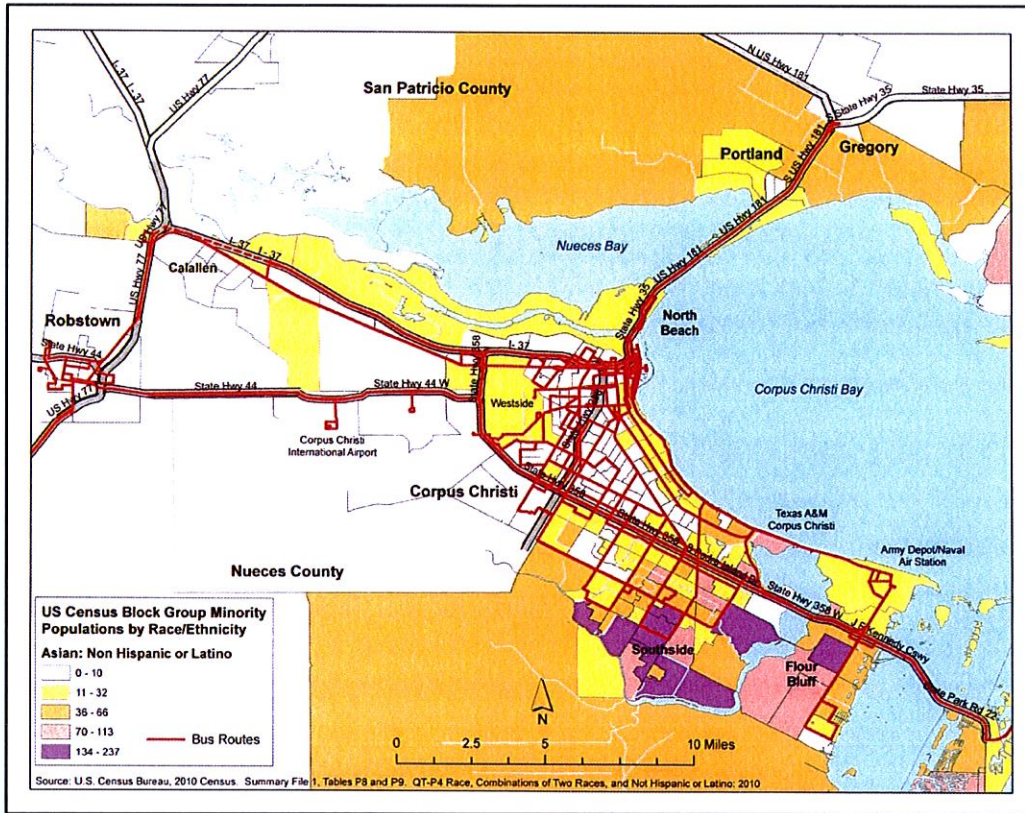
	Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
30.01	5,242	4,286	273	61	122	500	1,744	2,897	2,345	44.7%
30.02	4,912	4,054	170	32	259	397	1,597	2,786	2,126	43.3%
31.01	5,714	4,991	140	62	128	393	1,234	4,026	1,688	29.5%
31.02	4,851	4,076	171	29	174	401	1,473	2,881	1,970	40.6%
32.02	5,059	4,179	188	26	262	404	2,461	2,058	3,001	59.3%
32.03	5,316	4,188	269	28	162	669	3,284	1,575	3,741	70.4%
32.04	4,318	3,539	145	20	142	472	2,251	1,742	2,576	59.7%
33.03	1,625	1,287	15	11	29	283	1,265	302	1,323	81.4%
33.04	5,706	4,553	237	36	189	691	2,803	2,443	3,263	57.2%
33.05	4,609	3,387	313	28	82	799	3,299	931	3,678	79.8%
33.06	3,978	3,123	199	18	98	540	2,222	1,429	2,549	64.1%
34.01	4,046	3,135	218	38	48	607	2,644	1,121	2,925	72.3%
34.02	5,892	4,699	313	50	59	771	3,348	2,129	3,763	63.9%
35	2,328	1,769	29	10	10	510	1,634	628	1,700	73.0%
36.01	6,280	5,547	157	42	27	507	3,319	2,713	3,567	56.8%
36.02	6,296	5,416	90	63	38	689	3,265	2,846	3,450	54.8%
36.03	3,831	3,102	84	22	17	606	2,114	1,588	2,243	58.5%
37	3,375	3,030	50	3	7	285	1,735	1,564	1,811	53.7%
51.02	3,389	3,188	12	33	44	112	262	3,000	389	11.5%
54.04	2,310	2,001	110	7	80	112	999	1,097	1,213	52.5%
54.06	2,990	2,659	49	14	61	207	1,587	1,270	1,720	57.5%
54.07	2,207	1,885	109	2	54	157	1,323	709	1,498	67.9%
54.08	4,265	3,674	183	23	64	321	2,547	1,454	2,811	65.9%
54.09	3,687	3,110	133	30	192	222	1,648	1,658	2,029	55.0%
54.1	3,699	3,099	126	12	74	388	2,190	1,270	2,429	65.7%
54.11	3,886	3,189	206	25	110	356	2,028	1,508	2,378	61.2%
54.12	4,813	3,853	193	32	306	429	2,067	2,169	2,644	54.9%
54.13	2,416	1,808	138	20	174	276	1,081	971	1,445	59.8%
54.14	1,895	1,547	70	5	97	176	894	807	1,088	57.4%
54.15	4,516	3,538	184	11	359	424	2,041	1,882	2,634	58.3%
54.16	3,406	2,869	67	8	293	169	1,082	1,914	1,492	43.8%
54.17	4,265	3,382	207	18	238	420	2,143	1,609	2,656	62.3%
56.01	6,494	5,574	136	26	12	746	6,013	351	6,143	94.6%
56.02	6,342	5,188	49	26	8	1,071	6,048	250	6,092	96.1%
58.01	6,285	5,827	46	23	75	314	1,950	4,161	2,124	33.8%
58.02	6,017	5,362	67	17	15	556	3,342	2,574	3,443	57.2%
59	3,302	2,824	16	14	8	440	2,754	514	2,788	84.4%
60	2,638	2,196	10	18	4	410	2,049	545	2,093	79.3%
61	3,392	2,917	68	27	10	370	2,297	1,025	2,367	69.8%
62	9,235	8,556	70	41	165	403	1,294	7,547	1,688	18.3%
63	2,646	2,192	46	16	38	354	1,427	1,119	1,527	57.7%
64	3,381	2,383	614	15	4	365	1,759	1,028	2,353	69.6%
9800	11	11	0	0	0	0	0	11	0	0.0%
9900	0	0	0	0	0	0	0	0	0	N/A
	340,223	277,402	13,637	2,128	5,731	41,325	206,293	111,870	228,353	67.1%

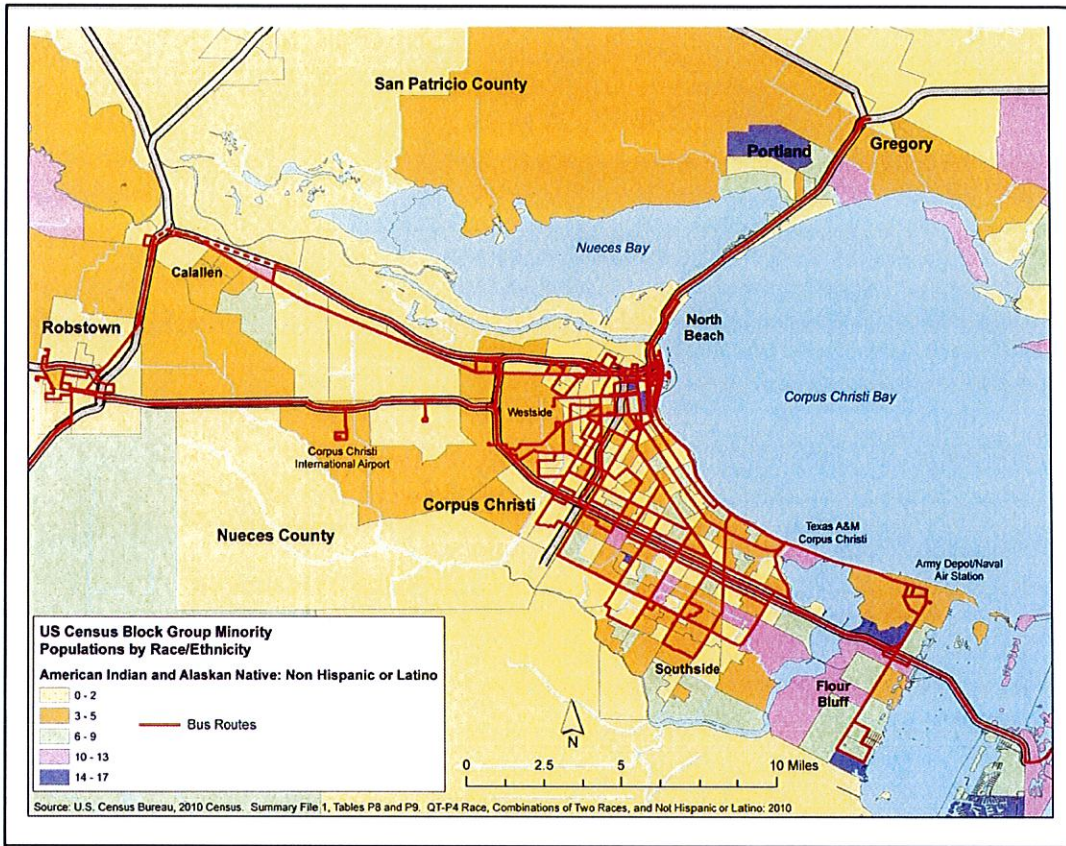
San Patricio County

	Total Population	White	Black or African American	American Indian or Alaskan Native	Asian	Other or Two or More Races	Hispanic	Not Hispanic, White	All Minority	% Minority
105	1,946	1,426	16	8	4	492	1,757	161	1,785	91.7%
107	3,663	3,110	54	15	55	429	1,551	1,951	1,712	46.7%
112	3,060	2,778	14	22	6	240	1,652	1,371	1,689	55.2%
	8,669	7,314	84	45	65	1,161	4,960	3,483	5,186	59.8%
Total Service Area	348,892	284,716	13,721	2,173	5,796	42,486	211,253	115,353	233,539	66.9%

Percent of Population Minority greater than Percent of Population Minority for Service Area









Median Household Income Levels are analyzed below.

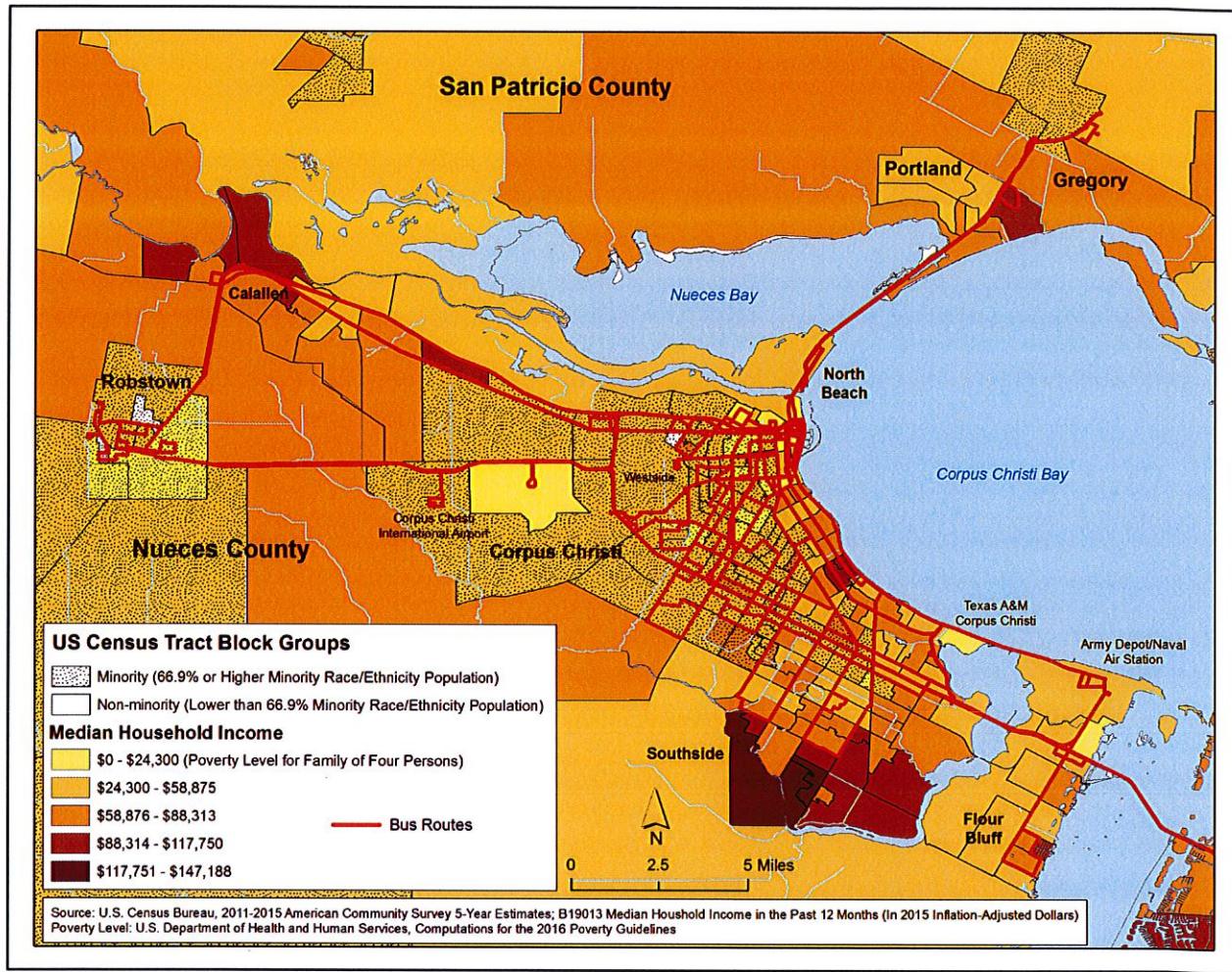
Nueces County			
Tract	Households with Income < \$25,000	Total Households	Percentage
5	324	586	55.3%
6	549	2,138	25.7%
7	736	1,850	39.8%
8	369	1,051	35.1%
9	727	1,694	42.9%
10	609	1,175	51.8%
11	320	556	57.6%
12	860	1,765	48.7%
13	627	1,527	41.1%
14	428	2,129	20.1%
15	879	1,451	60.6%
16.01	552	1,515	36.4%
16.02	522	1,257	41.5%
17.01	1,020	2,128	47.9%
17.02	138	554	24.9%
18.01	831	2,084	39.9%
18.02	177	827	21.4%
19.02	631	2,614	24.1%
19.03	251	1,079	23.3%
19.04	424	1,407	30.1%
20.01	550	1,472	37.4%
20.02	476	1,327	35.9%
21.01	507	1,612	31.5%
21.02	227	1,412	16.1%
22	668	2,113	31.6%
23.01	257	1,424	18.0%
23.03	322	1,605	20.1%
23.04	572	2,359	24.2%
24	640	2,391	26.8%
25	295	1,799	16.4%
26.01	276	1,125	24.5%
26.02	110	723	15.2%
26.03	326	1,261	25.9%
27.03	390	1,749	22.3%
27.04	674	2,731	24.7%
27.05	607	2,263	26.8%
27.06	-	-	0.0%
29	51	314	16.2%



Nueces County			
Tract	Households with Income < \$25,000	Total Households	Percentage
30.01	736	2,334	31.5%
30.02	464	1,772	26.2%
31.01	504	2,183	23.1%
31.02	420	1,824	23.0%
32.02	215	2,111	10.2%
32.03	723	2,440	29.6%
32.04	337	1,917	17.6%
33.03	130	480	27.1%
33.04	437	2,525	17.3%
33.05	674	1,880	35.9%
33.06	608	1,997	30.4%
34.01	518	1,668	31.1%
34.02	357	2,161	16.5%
35	90	754	11.9%
36.01	291	2,129	13.7%
36.02	462	2,222	20.8%
36.03	233	1,327	17.6%
37	217	1,159	18.7%
51.02	371	1,773	20.9%
54.04	64	1,054	6.1%
54.06	86	1,041	8.3%
54.07	90	882	10.2%
54.08	397	1,662	23.9%
54.09	86	1,231	7.0%
54.1	220	1,352	16.3%
54.11	387	1,807	21.4%
54.12	253	1,791	14.1%
54.13	25	1,155	2.2%
54.14	59	800	7.4%
54.15	83	1,659	5.0%
54.16	34	1,231	2.8%
54.17	93	1,567	5.9%
56.01	581	1,990	29.2%
56.02	1,040	1,927	54.0%
58.01	167	2,404	6.9%
58.02	447	2,191	20.4%
59	125	908	13.8%
60	194	753	25.8%
61	333	1,232	27.0%
62	258	4,348	5.9%
63	359	976	36.8%
64	618	1,209	51.1%



San Patricio County			
Tract	Households with Income < \$25,000	Total Households	Percentage
102.01	458	1,600	28.6%
102.02	524	1,896	27.6%
103.01	256	1,581	16.2%
103.02	170	1,517	11.2%
105	202	650	31.1%
106.01	162	2,190	7.4%
106.02	213	1,259	16.9%
106.03	61	905	6.7%
106.04	91	1,050	8.7%
107	188	1,191	15.8%
108	495	1,478	33.5%
109	235	1,464	16.1%
110	763	2,315	33.0%
111	236	905	26.1%
112	367	1,240	29.6%
113	607	1,540	39.4%
Total Service Area	36,736	149,674	24.5%
Tracts with Higher % Households with Income < \$25,000 than Total Service Area			
Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates			



13. Data regarding customer demographics and travel patterns, collected from passenger surveys.

As part of the Transit Plan 20/20 effort approved by the Board of Directors in October 2016, an on-board survey was conducted between September 11 and October 3, 2015. The survey was collected on buses over this period and at other locations in the service area. In conjunction with the complete on-board count of all boardings and alightings on revenue trips and at bus stops, other focus group surveys were completed at transfer stations, major employment locations, and at hospitality locations in downtown Corpus Christi. Surveys were offered to customers in English and Spanish.

14. Results of the monitoring program of service standards and policies and any action taken, including documentation (e.g., a resolution, copy of meeting minutes, or similar documentation) to verify the board's or governing entity or official(s)'s consideration, awareness, and approval of the monitoring results.

The metrics delineated in CCRTA's Fixed Route Service Standards are reviewed by staff on a monthly basis. Further, the FTA circular requires that transit providers (that operate 50 or more peak vehicles and are located in a UZA of 200,000 or more) monitor the performance of their



transit system relative to their system-wide service standards and service policies as a component of this monitoring program.

In order to monitor CCRTA's ability to achieve Service Standards and Policies, the Board of Directors reviews the following:

- *Monthly Performance Reports*
- *Annual Service Plan associated with the CCRTA Budget, Goals, and Initiatives*
- *Comprehensive Operational Analysis (updated approximately every five years)*

The CCRTA has included examples in Appendix E.

15. A description of the public engagement process for setting the "major service change policy" and disparate impact policy.

Please refer to the following policies within Appendix F:

- a. Public Input Policy*
- b. Disparate Impact Policy*
- c. Public Information Process: Service Changes, Fare Increase, Half Fare*

16. A copy of Board meeting minutes or a resolution demonstrating the Board of Directors consideration, awareness, and approval of the major service change policy and disparate impact policy.

Appendix F contains the agenda and related policies from the August 7, 2013 Board of Directors meeting.

17. Results of equity analyses for any major service changes and/or fare changes implemented since the last Title VI Program submission.

*The CCRTA conducted major service changes during this reporting period as follows:
As part of the ¡VÁMONOS! Long Range System Plan Phase 1, CCRTA implemented several major service changes and improvements on June 2, 2014.*

The Board of Directors meeting agenda dated April 2, 2014 and the document titled "Approval of Modifications to the Transit Program Including Service Changes that Will Impact Routes, Stops, and Schedules Throughout the Service Area, Under Phase 1 of the Long Range System Plan" within Appendix K contains the service equity analysis which was completed prior to the approval of the proposed changes.



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: Entering Into Lease Agreements with Kleberg Bank, N.A. for the Property/Bank Building Located at 4211 Ayers Street and for the ATM Parcel and the Parking Parcel

Background

Kleberg Bank, N.A., has requested lease arrangements with the CCRTA, contingent upon the closing sale of their property, which is adjacent to the Port/Ayers Transfer Station.

Identified Need

Kleberg Bank, N.A. would like to lease approximately 4,000 square feet of floor space for branch banking at the existing location (Exhibit A). The initial lease term is for fifteen (15) months or upon the Tenant relocating to 2202 Gollihar Road, Corpus Christi, Texas, whichever occurs first. However, in the event Tenant's replacement property at 2202 Gollihar Road, Corpus Christi, Texas is not ready for occupancy upon the expiration of said fifteen-month term, Tenant may extend this lease for a period not to exceed 90 days beyond the original fifteen-month term.

Kleberg Bank, N.A. also would like to lease the existing ATM Parcel and the associated Parking Parcel (Exhibit B) on the premises. The initial lease term would be for thirty-six (36) months.

Analysis

The Tenant agrees to:

- Maintain and pay the premiums required for the insurance coverages.
- Obtain and pay for all utility services used by the Tenant.
- Obtain and pay for all essential services required by Tenant in its use of the Premises.
- Repair and maintain any part of the Premises as needed by Tenant.

Financial Impact

The monthly base rent for the bank property is \$3,333.33 (\$10.00 per square foot). If the Tenant were to complete the fifteen (15) month lease that would equate to \$49,999.95. If the additional three months are exercised that would add another \$9,999.99 to the total lease payments, for a grand total of \$59,999.94.

The base rent for the ATM Parcel and ATM Parking Parcel is \$3,000.00 annually. The extension terms includes the option to extend the term of the lease for five (5) additional terms of three (3) years each. The base rent during any such extension term shall begin at \$250.00 per month (\$3,000.00 annually) adjusted for each successive extension term based upon changes in the Consumer Price Index.

Recommendation

Staff requests the Board of Directors authorize the Chief Executive Officer (CEO) or designee to authorize entering into lease agreements with Kleberg Bank, N.A., for the property/bank building located at 4211 Ayers Street, and the ATM Parcel and the Parking Parcel.

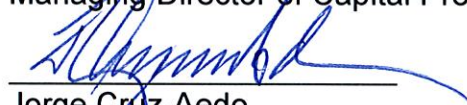
Respectfully Submitted,

Submitted by:



Sharon Montez
Managing Director of Capital Programs and Customer Services

Final Approval by:



Jorge Cruz-Aedo
Chief Executive Officer

**EXHIBIT A
LEASE**

Date: _____, 2017.

Landlord: CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Landlord's Address: 602 N. Staples Street, Corpus Christi, Texas 78401

Tenant: KLEBERG BANK, N.A.

Tenant's Address: P. O. Box 7669, Corpus Christi, Texas 78467

Premises: The land and building having the street address of 4211 Ayers Street, Corpus Christi, Texas, and located on the following described land:

Lot 4, Block B-1, Port-Ayers Suburban Center Annex "B", an addition in the City of Corpus Christi, Texas as shown by map or plat thereof recorded in the Map Records of Nueces County, Texas; and

TOGETHER WITH a 2,310 square foot tract of land out of Lot A, Horne Tract, as shown by map recorded in Volume 19, Page 35, Map Records, Nueces County, Texas.

Net Rentable Area: Approximately 4,000 square feet of floor space for branch banking operations.

Term (months): Fifteen (15) months or upon Tenant relocating to 2202 Gollihar Road, Corpus Christi, Teas, whichever occurs first. However, in the event Tenant's replacement property at 2202 Gollihar Road, Corpus Christi, Texas is not ready for occupancy upon the expiration of said fifteen-month term, Tenant may extend this Lease for a period of time not to exceed 90 days beyond the original fifteen-month term. In the event that this Lease does not commence on the first day of the month, the Termination Date shall be as of the last day of the fifteenth month following the Commencement Date.

Commencement Date: _____, 2017

Termination Date: _____, 2018

Base Rent (monthly): \$3,333.33 (\$10.00 per square foot) For any portion of a month at the commencement of this Lease, Tenant shall pay a prorated amount for the Base Rent.

Security Deposit: Zero (\$0.00)

Permitted Use: As a commercial bank consistent with current usage of the Premises.

Insurance: As required by Insurance Addendum

I. Definitions:

“Agent” means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

“Essential Services” means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

II. Tenant’s Obligations

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

3. Obey (i) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and Tenant’s use of any common areas and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord’s Address.

5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

6. Pay as additional rent any taxes levied against the Premises based on Tenant’s continued use of the Premises.

7. Maintain and pay the premiums required for the insurance coverages as specified in

the Insurance Addendum.

8. Obtain and pay for all utility services used by Tenant.
9. Obtain and pay for all Essential Services required by Tenant in its use of the Premises.
10. Allow Landlord to enter the Premises to inspect the Premises and prepare plans for future use of the Premises upon reasonable advance notice.
11. Repair and maintain any part of the Premises as needed by Tenant. Notwithstanding anything here to the contrary, Tenant shall have the right to terminate this Lease if, in Tenant's sole discretion, cost to repair or maintain the Premises is uneconomical.
12. Vacate the Premises on the last day of the Term.

13. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

5. Alter the Premises.

6. Allow a lien to be placed on the Premises.

7. Assign this Lease or sublease any portion of the Premises without Landlord's prior written consent.

III. Landlord's Obligations

A. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all laws relating to Landlord's operation of the Premises.

3. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

B. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

IV. General Provisions

Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE

RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

4. *Casualty/Total or Partial Destruction.* (a) If the Premises are damaged by casualty and can be restored within ninety (90) days, Tenant may elect to complete such restoration, at its expense, to substantially the same condition that existed before the casualty and continue the Lease in full force and effect. If Tenant elects not to complete said restoration or fails to complete the restoration within ninety (90) days from the date of the casualty, this Lease shall be terminated.

(b) If the Premises are damaged by casualty and cannot be restored within ninety (90) days, this Lease shall be terminated.

(c) In the event the restoration is not completed and termination of this Lease as provided above, all insurance proceeds concerning the casualty loss of the improvements on the Premises shall be payable to Landlord.

5. *Condemnation/Substantial or Partial Taking.* If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation by a party other than Landlord, this Lease will terminate. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. *Uniform Commercial Code.* [Intentionally Deleted.]

7. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty (30) days after written notice.

8. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this Lease.

9. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, and (b) failing to comply within ten (10) days after written notice with any other provision of this Lease.

10. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

11. *Default/Waiver.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

12. *Mitigation.* Landlord has mitigated the loss of rent if Landlord, within thirty (30) days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

15. *Alternative Dispute Resolution.* If any dispute, controversy, or claim ("Dispute") arises out of or relating to this Lease or the breach thereof, whether asserted as in contract, tort or otherwise, or as a federal or state statutory claim, arising before, during or after the performance of this Lease, the parties agree to resolve the Dispute through the mediation and arbitration procedures described below in lieu of litigation.

- (a) **Mediation.** The parties agree to use the following mediation procedures prior to any party pursuing arbitration:
- (i) A meeting shall be held promptly between the parties, attended by individuals with decision making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute.
 - (ii) If, within ten days after such meeting, the parties have not succeeded in negotiating a resolution of the Dispute, the parties shall agree to appoint one person from Nueces County, Texas, as a mediator. Said mediator shall be an attorney licensed to practice

law in the State of Texas and shall further be qualified to act as a mediator pursuant to the Alternate Dispute Resolution statutes of the State of Texas. In the event the parties cannot agree upon a mediator, the Presiding Judge of Nueces County, Texas, shall appoint the mediator. The fees of the mediator shall be shared equally by the parties.

- (iii) The mediation shall be held at the office of the mediator in Nueces County, Texas within ten days after the selection of the mediator unless the parties agree otherwise or circumstances require otherwise.
 - (iv) The parties agree to participate in good faith in alternative dispute resolution to its conclusion as designated by the mediator.
- (b) **Arbitration.** If the parties are not successful in resolving the Dispute through mediation, then the parties agree that the Dispute shall be settled by binding arbitration governed by the Federal Arbitration Act. The arbitration shall be a private arbitration but shall be conducted utilizing the Commercial Arbitration Rules of the American Arbitration Association only. The arbitration process shall not be conducted through the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree and understand that they choose private arbitration instead of arbitration through the American Arbitration Association or litigation to resolve the disputes and either party may invoke the arbitration procedure. Any arbitration brought under the terms of this Lease shall be conducted in the following manner:
- (i) The parties shall agree to appoint one person from Nueces County, Texas as an arbitrator. Said arbitrator shall be an attorney licensed to practice law in the State of Texas and shall further be qualified to act as an arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In the event the parties cannot agree upon an arbitrator, the Presiding Judge of Nueces County, Texas shall appoint the arbitrator. The fees of the arbitrator shall be shared equally by the parties.
 - (ii) The arbitration hearing shall be held at the office of the arbitrator in Nueces County, Texas and the award of the arbitrator may be entered in any court having jurisdiction in the State of Texas.
 - (iii) The parties agree that the arbitration hearing will be held within ninety calendar days of the commencement of such arbitration proceeding.
 - (iv) The parties agree that each party may take the deposition of up to, but no more than two persons whether they are both opposing party members or two individual under the control of the opposing party or a combination thereof.

- (v) **The cost of the arbitrator shall be divided equally among the parties to the arbitration. Each party shall bear the cost of their own expenses, including but not limited to the cost of depositions, expert reports, discovery of documents, etc. and attorneys' fees.**

(c) Miscellaneous.

- (i) **Any dispute regarding whether a particular controversy is subject to mediation or arbitration, including but not limited to claims contesting the making, existence, enforceability, scope or conscionability of this arbitration agreement shall be decided by an arbitrator.**
- (ii) **If either party refuses to mediate or arbitrate and the other party files suit to compel mediation and/or arbitration, the party at whose request enforcement is ordered will be entitled to an award of all costs, fees and expenses, including a reasonable attorneys' fees incurred in compelling mediation/arbitration.**
- (iii) **This Lease shall bind and inure to the benefit of the parties privies, successors, related concerns assigns, heirs, executors, administrators, shareholders, partners, officers, employees, counsel, agents, and directors.**
- (iv) **Any failure or delay on the part of either Landlord or Tenant to exercise any remedy or right under this Lease will not operate as a waiver. The failure of either party to require performance or any of the terms, covenants or provisions of this Lease by the other party will not constitute a waiver of any of the rights under the Lease.**
- (v) **Should any term, covenant or provision of this Lease be deemed invalid, unlawful or otherwise improper by any court of competent jurisdiction, then such term, covenant or provision shall be reformed and modified to the minimum extent necessary to achieve conformi9ty with the applicable law. The reformation shall be deemed effective as of the effective date of this Lease.**
- (vi) **This Lease shall be governed by the laws of the State of Texas without regard to conflicts of laws. The parties hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Lease shall be in a court of competent jurisdiction located in Nueces County, Texas.**

ATTACHMENT A

16. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

17. *Venue.* Exclusive venue is in the county in which the Premises are located.

18. *Entire Agreement.* This Lease, and its addendum, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease.

19. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

Any notices to Landlord additionally shall be provided to:

John D. Bell
Wood, Boykin & Wolter, P.C.
615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78401

Any notices to Tenant additionally shall be provided to:

C.M. Henkel III
Fritz, Byrne, Head & Gilstrap, L.L.P
500 N. Shoreline, Suite 901
Corpus Christi, Texas 78401

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

ATTACHMENT A

23. *Asbestos Materials.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises only in the event that Tenant performs construction, renovation or remodeling to the Premises during the term of the Lease.

LANDLORD:

TENANT:

CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

KLEBERG BANK, N.A.

By: _____
Jorge Cruz-Aedo, CEO

By: _____
Name: _____
Title: _____

INSURANCE ADDENDUM TO LEASE

Lease

Date: _____, 2017

Landlord: CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Tenant: KLEBERG BANK, N.A.

This insurance addendum is part of the Lease.

Tenant agrees to—

1. Maintain the property and/or liability insurance policies required below (mark applicable boxes) and such other insurance coverages and/or higher policy limits as may be required by Lienholder during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance or Endorsement	Minimum Policy or Endorsement Limit
-----------------------------------------	--------------------------------------------

General Liability Insurance Policies Required of Tenant:

Commercial general liability	Each occurrence:	\$1,000,000.00
	General aggregate:	\$2,000,000.00

Additional Liability Insurance Policies Required of Tenant:

Workers' compensation	Statutory limit
Employer's liability	\$1,000,000.00 each accident for bodily injury by accident/each employee for bodily injury by disease/bodily injury by disease for entire policy
Business auto liability	\$1,000,000.00
Excess/Umbrella liability	\$1,000,000.00

Property Insurance Policy Required of Tenant:

Commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form)	100 percent of replacement cost of the building and permanent improvements located on the Premises
-------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

2. Comply with the following additional insurance requirements:

(a) The commercial general liability must be (i) written on an occurrence basis, (ii) endorsed to name Landlord as an “additional insured,” (iii) include contractual liability under Coverage A sufficient to respond to a broad-form indemnity, (iv) if Tenant operates multiple locations, be endorsed with a Designated Location(s) General Aggregate Limit endorsement, and (v) be primary and noncontributory with Landlord’s liability insurance coverage.

(b) The commercial property insurance policies must contain (i) optional coverage for agreed value to eliminate the coinsurance clause, (ii) optional coverage for replacement cost, (iii) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance, and (iv) waivers of subrogation of claims against Landlord.

(c) Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

3. Obtain the approval of Landlord with respect to the following: the forms of Tenant’s insurance policies, endorsements and certificates, and other evidence of Tenant’s Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant’s Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant’s Insurance.

**EXHIBIT B
ATM LEASE**

Date: _____, 2017.

Landlord: CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Landlord's Address: 602 N. Staples Street, Corpus Christi, Texas 78401

Tenant: KLEBERG BANK, N.A.

Tenant's Address: P. O. Box 7669, Corpus Christi, Texas 78467

Premises: That land comprised of a parcel 6 feet by 8 feet (the "ATM Parcel") together with an adjacent parcel 10 feet by 25 feet (the "Parking Parcel") as depicted on the attached Exhibit A on the land (the "Land") having the street address of 4211 Ayers Street, Corpus Christi, Texas, more particularly described as follows:

Lot 4, Block B-1, Port-Ayers Suburban Center Annex "B", an addition in the City of Corpus Christi, Texas as shown by map or plat thereof recorded in the Map Records of Nueces County, Texas; and

TOGETHER WITH a 2,310 square foot tract of land out of Lot A, Horne Tract, as shown by map recorded in Volume 19, Page 35, Map Records, Nueces County, Texas.

The ATM Parcel and the Parking Parcel are referenced herein as the Premises. As part of the Premises, Tenant and its employees, contractors, agents and customers shall be afforded a nonexclusive easement for ingress and egress to and from the ATM Parcel and the Parking Parcel to and from S. Port Avenue and Ayers Street across the driveways and parking areas located on the Land described above. Landlord shall have the right to relocate such driveways and reconfigure the parking on the Land so long as such ingress and egress is maintained.

Relocation of Premises. Landlord shall have the right to relocate the ATM Parcel and the adjacent Parking Parcel to another location on the Land one time in order to accommodate Landlord's development of the Land. The exact location shall be specified in a site plan provided by Landlord showing the location of the transit improvements to be developed on the Land by Landlord together with the driveways and routes providing reasonable ingress and egress to and from S. Port Avenue and Ayers Street. Tenant shall have sixty (60) days from the receipt of such site plan to approve such site plan or designate reasonable adjustments to the location of the ATM Parcel and Parking Parcel consistent with the transit improvements planned by Landlord. In the event that Landlord and Tenant cannot agree upon the final site plan for relocation of the ATM Parcel and the Parking Parcel within ninety (90) days of the date of submission of the proposed site plan by Landlord, this Lease shall terminate upon the expiration of the Initial Term of three (3) years without any extensions.

Initial Term (months): Thirty-Six (36) Months. In the event that this Lease does not commence on the first day of the month, the Termination Date shall be as of the last day of the fifteenth month following the Commencement Date.

Commencement Date: _____, 2017.

Termination Date: _____, 2020 (subject to extension as provided below).

Base Rent (annually): \$3,000.00 Per Year. For any portion of a month at the commencement of this Lease, Tenant shall pay a prorated amount for the Base Rent.

Extension Terms: Landlord grants to Tenant the option to extend the term of this Lease for five (5) additional terms of three (3) years each (the "Extension Terms") by giving notice to Landlord at least 180 days prior to the expiration of the current Lease Term. As used herein, the Initial Term and any Extension Term shall be considered part of the "Term" of this Lease. The Base Rent during any such Extension Term shall begin at \$250.00 per month (\$3,000.00 annually) adjusted for each successive Extension Term based upon changes in the Consumer Price Index for "All Urban Consumers" (CPI-U) for Houston, Texas. The base month shall be the sixth (6th) month prior to the expiration of the Initial Term, and all adjustments shall be measured as of the sixth (6th) month prior to the commencement of any new Extension Term. In the event that the U.S. Bureau of Labor Statistics (or its successor agency) discontinues publication of the above index, the most similar index for the nearest urban area to Corpus Christi, Texas shall be utilized in its place.

Security Deposit: Zero (\$0.00)

Permitted Use: As a drive-through ATM facility.

Insurance: As required by Insurance Addendum

I. Definitions:

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

II. Tenant's Obligations

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address; provided that, the Base Rent for the Initial Term of this Lease shall be due and payable on or before the Commencement Date.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay as additional rent any taxes levied against the Premises based on Tenant's continued use of the Premises.
7. Maintain and pay the premiums required for the insurance coverages as specified in the Insurance Addendum.
8. Obtain and pay for all utility services used by Tenant.
9. Obtain and pay for all Essential Services required by Tenant in its use of the Premises.
10. Repair and maintain Tenant's improvements on the ATM Parcel, normal wear excepted.
11. Vacate the Premises on the last day of the Term.
12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL**

MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Alter the Premises.
6. Allow a lien to be placed on the Premises.
7. Assign this Lease or sublease any portion of the Premises without Landlord's prior written consent.

III. Landlord's Obligations

A. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Repair and maintain the pavement and striping on the Parking Parcel, normal wear excepted.
3. Obey all laws relating to Landlord's operation of the Premises.
4. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

B. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

IV. General Provisions

Landlord and Tenant agree to the following:

1. *Alterations/Duties Upon Relocation or Termination.* **Tenant shall be solely responsible for the costs of any alterations or modifications of Tenant's improvements on the ATM Parcel, including the costs of relocating the improvements to a new ATM Parcel as described above. Landlord shall be responsible for any alterations of modifications of the Parking Parcel, including**

the costs of paving and striping in relocating the Parking Parcel as described above. Any physical additions or improvements to the ATM Parcel made by Tenant shall remain the property of Tenant throughout the Term, and any physical additions or improvements to the Parking Parcel will become the property of Landlord. Tenant shall have the right and obligation at the end of the Term, at Tenant's sole expense, to remove any improvements and equipment on the ATM Parcel.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

4. *Casualty/Total or Partial Destruction.* (a) If the Premises are damaged by casualty and can be restored within ninety (90) days, Tenant may elect to complete such restoration, at its expense, to substantially the same condition that existed before the casualty and continue the Lease in full force and effect. If Tenant elects not to complete said restoration or fails to complete the restoration within ninety (90) days from the date of the casualty, this Lease shall be terminated.

(b) If the Premises are damaged by casualty and cannot be restored within ninety (90) days, this Lease shall be terminated.

(c) In the event the restoration is not completed and termination of this Lease as provided above, all insurance proceeds concerning the casualty loss of the improvements on the Premises shall be payable to Landlord.

5. *Condemnation/Substantial or Partial Taking,* If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of

condemnation by a party other than Landlord, this Lease will terminate. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. *Uniform Commercial Code.* [Intentionally Deleted.]

7. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty (30) days after written notice.

8. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages or terminate this Lease.

9. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, and (b) failing to comply within ten (10) days after written notice with any other provision of this Lease.

10. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

11. *Default/Waiver.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

12. *Mitigation.* Landlord has mitigated the loss of rent if Landlord, within thirty (30) days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

15. *Alternative Dispute Resolution.* **If any dispute, controversy, or claim ("Dispute") arises out of or relating to this Lease or the breach thereof, whether asserted as in contract, tort**

or otherwise, or as a federal or state statutory claim, arising before, during or after the performance of this Lease, the parties agree to resolve the Dispute through the mediation and arbitration procedures described below in lieu of litigation.

- (a) **Mediation.** The parties agree to use the following mediation procedures prior to any party pursuing arbitration:
 - (i) A meeting shall be held promptly between the parties, attended by individuals with decision making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute.
 - (ii) If, within ten days after such meeting, the parties have not succeeded in negotiating a resolution of the Dispute, the parties shall agree to appoint one person from Nueces County, Texas, as a mediator. Said mediator shall be an attorney licensed to practice law in the State of Texas and shall further be qualified to act as a mediator pursuant to the Alternate Dispute Resolution statutes of the State of Texas. In the event the parties cannot agree upon a mediator, the Presiding Judge of Nueces County, Texas, shall appoint the mediator. The fees of the mediator shall be shared equally by the parties.
 - (iii) The mediation shall be held at the office of the mediator in Nueces County, Texas within ten days after the selection of the mediator unless the parties agree otherwise or circumstances require otherwise.
 - (iv) The parties agree to participate in good faith in alternative dispute resolution to its conclusion as designated by the mediator.

- (b) **Arbitration.** If the parties are not successful in resolving the Dispute through mediation, then the parties agree that the Dispute shall be settled by binding arbitration governed by the Federal Arbitration Act. The arbitration shall be a private arbitration but shall be conducted utilizing the Commercial Arbitration Rules of the American Arbitration Association only. The arbitration process shall not be conducted through the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree and understand that they choose private arbitration instead of arbitration through the American Arbitration Association or litigation to resolve the disputes and either party may invoke the arbitration procedure. Any arbitration brought under the terms of this Lease shall be conducted in the following manner:
 - (i) The parties shall agree to appoint one person from Nueces County, Texas as an arbitrator. Said arbitrator shall be an attorney licensed to practice law in the State of Texas and shall further be qualified to act as an arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In the event the parties

cannot agree upon an arbitrator, the Presiding Judge of Nueces County, Texas shall appoint the arbitrator. The fees of the arbitrator shall be shared equally by the parties.

- (ii) The arbitration hearing shall be held at the office of the arbitrator in Nueces County, Texas and the award of the arbitrator may be entered in any court having jurisdiction in the State of Texas.
- (iii) The parties agree that the arbitration hearing will be held within ninety calendar days of the commencement of such arbitration proceeding.
- (iv) The parties agree that each party may take the deposition of up to, but no more than two persons whether they are both opposing party members or two individual under the control of the opposing party or a combination thereof.
- (v) The cost of the arbitrator shall be divided equally among the parties to the arbitration. Each party shall bear the cost of their own expenses, including but not limited to the cost of depositions, expert reports, discovery of documents, etc. and attorneys' fees.

(c) Miscellaneous.

- (i) Any dispute regarding whether a particular controversy is subject to mediation or arbitration, including but not limited to claims contesting the making, existence, enforceability, scope or conscionability of this arbitration agreement shall be decided by an arbitrator.
- (ii) If either party refuses to mediate or arbitrate and the other party files suit to compel mediation and/or arbitration, the party at whose request enforcement is ordered will be entitled to an award of all costs, fees and expenses, including a reasonable attorneys' fees incurred in compelling mediation/arbitration.
- (iii) This Lease shall bind and inure to the benefit of the parties privies, successors, related concerns assigns, heirs, executors, administrators, shareholders, partners, officers, employees, counsel, agents, and directors.
- (iv) Any failure or delay on the part of either Landlord or Tenant to exercise any remedy or right under this Lease will not operate as a waiver. The failure of either party to require performance or any of the terms, covenants or provisions of this Lease by the other party will not constitute a waiver of any of the rights under the Lease.

- (v) Should any term, covenant or provision of this Lease be deemed invalid, unlawful or otherwise improper by any court of competent jurisdiction, then such term, covenant or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with the applicable law. The reformation shall be deemed effective as of the effective date of this Lease.**
- (vi) This Lease shall be governed by the laws of the State of Texas without regard to conflicts of laws. The parties hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Lease shall be in a court of competent jurisdiction located in Nueces County, Texas.**

16. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

17. Venue. Exclusive venue is in the county in which the Premises are located.

18. Entire Agreement. This Lease, and its addendum, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease.

19. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

ATTACHMENT B

Any notices to Landlord additionally shall be provided to:

John D. Bell
Wood, Boykin & Wolter, P.C.
615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78401

Any notices to Tenant additionally shall be provided to:

C.M. Henkel III
Fritz, Byrne, Head & Gilstrap, L.L.P
500 N. Shoreline, Suite 901
Corpus Christi, Texas 78401

22. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

TENANT:

KLEBERG BANK, N.A.

By: _____
Jorge Cruz-Aedo, CEO

By: _____
Name: _____
Title: _____

INSURANCE ADDENDUM TO LEASE

Lease

Date: _____, 2017

Landlord: CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Tenant: KLEBERG BANK, N.A.

This insurance addendum is part of the Lease.

Tenant agrees to—

1. Maintain the property and/or liability insurance policies required below (mark applicable boxes) and such other insurance coverages and/or higher policy limits as may be required by Lienholder during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance or Endorsement	Minimum Policy or Endorsement Limit
-----------------------------------------	--------------------------------------------

General Liability Insurance Policies Required of Tenant:

Commercial general liability	Each occurrence:	\$1,000,000.00
	General aggregate:	\$2,000,000.00

Additional Liability Insurance Policies Required of Tenant:

Workers' compensation	Statutory limit
Employer's liability	\$1,000,000.00 each accident for bodily injury by accident/each employee for bodily injury by disease/bodily injury by disease for entire policy
Business auto liability	\$1,000,000.00
Excess/Umbrella liability	\$1,000,000.00

Property Insurance Policy Required of Tenant:

Commercial property insurance 100 percent of replacement cost of the written on a causes of loss—special form buildings and permanent improvements (formerly known as “all risks” form) located on the Premises

2. Comply with the following additional insurance requirements:
 - (a) The commercial general liability must be (i) written on an occurrence basis, (ii) endorsed to name Landlord as an “additional insured,” (iii) include contractual liability under Coverage A sufficient to respond to a broad-form indemnity, (iv) if Tenant operates multiple locations, be endorsed with a Designated Location(s) General Aggregate Limit endorsement, and (v) be primary and noncontributory with Landlord’s liability insurance coverage.
 - (b) The commercial property insurance policies must contain (i) optional coverage for agreed value to eliminate the coinsurance clause, (ii) optional coverage for replacement cost, (iii) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance, and (iv) waivers of subrogation of claims against Landlord.
 - (c) Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.
3. Obtain the approval of Landlord with respect to the following: the forms of Tenant’s insurance policies, endorsements and certificates, and other evidence of Tenant’s Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant’s Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant’s Insurance.



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Board of Directors Meeting Memo

November 1, 2017

Subject: Action to Amend or Revoke the Board Policy on the Naming Facilities

Recommendation

The Board Chair wishes to take action on the naming of facilities.

Respectfully Submitted,

Final Approval by:



Jorge Cruz-Aedo
Chief Executive Officer

**REGIONAL TRANSPORTATION AUTHORITY
BOARD POLICY**

NAMING OF SHELTERS, STATIONS AND OTHER FACILITIES

POLICY STATEMENT

The RTA Board of Directors has adopted a policy that it does not name shelters, stations or other facilities of the RTA in honor of any individuals. Shelters, stations and other facilities shall be named based upon their geographic locations or other functional purposes.

Adopted May 10, 2006.



Subject: Adoption of the 2018 Board and Committee Meetings Calendar

Background

Each year, the Board adopts a meeting calendar for the upcoming year. The CCRTA monthly Board Meeting(s) are scheduled on the first (1ST) Wednesday of the each month. The Administration & Finance Committee and Operations & Capital Projects Committee are held on the fourth (4TH) Wednesday each month, respectively.

Committee Review

Staff presented this item at the Administration & Finance Committee on October 25, 2017.

Recommendation

Staff requests that the Administration & Finance Committee recommend to the Board of Directors to adopt a 2018 meeting calendar.

Respectfully Submitted,

Final Approval by:



Jorge Cruz-Aedo
Chief Executive Officer



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

2018 Meeting Calendar - CCRTA Board of Directors

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January

3RD – BOARD Mtg.
8:30 a.m.

24TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

July

11TH – BOARD Mtg.
8:30 a.m.

25TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects
APTA BOD Member/Support - TBD

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

February

7TH – BOARD Mtg.
8:30 a.m.

28TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects
APTA CEO Seminar - Feb 10-12

August

1ST – BOARD Mtg.
8:30 a.m.

22ND – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March

7TH – BOARD Mtg.
8:30 a.m.

28TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects
APTA Legislative - Mar 18-20

September

5TH – BOARD Mtg.
8:30 a.m.

26TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects
APTA Annual - Sep 23-26

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April

4TH – BOARD Mtg.
8:30 a.m.

25TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

October

3RD – BOARD Mtg.
8:30 a.m.

24TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May

2ND – BOARD Mtg.
8:30 a.m.

23RD – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects
*APTA Int'l Bus Rodeo - May 4-8
& Bus/Paratransit - May 6-9*

November

7TH – BOARD Mtg.
8:30 a.m.

28TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUNE

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June

6TH – BOARD Mtg.
8:30 a.m.

27TH – COMMITTEE Mtgs.
8:30 a.m. Admin. & Finance
9:30 a.m. Ops. & Cap. Projects

December

5TH – BOARD Mtg.
8:30 a.m.

No COMMITTEE Mtgs.

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



Subject: September 2017 Financial Report

SUMMARY: The Authority's net financial performance for the month of September exceeds budgeted amounts by \$1,182,429. The positive variance is primarily attributed to federal grant drawdowns related to reimbursement for preventative maintenance. Cost savings in department budgets also contributed to the improvement in net assets. A negative factor, again, is the depreciation expense which is significantly higher than budgeted. This is because the budget depreciation amount represents only the local share of the depreciation expense while the actual represents the depreciation of both local and federal portions.

REVENUES

▪ Sales Tax Allocation – Received in September

The sales tax allocation received in September for \$2,579,516.61 represents consumer spending in July. The allocation in comparison to the same period last year is lower by \$19,959 or -0.8%. YOY (Year-to-Year) collections for 2017 totaled \$18,354,039 which is \$210,032 higher than the same period last year and represents a positive growth of 1.16%.

The allocation for the month of July fell short of the monthly budget by \$226,983 or -8.09%. The Year-to-Date allocations fall short of budget by \$1,235,361 or -6.3%.

▪ Sales Tax Allocation – Received in October

The sales tax allocation received in October for \$2,394,858.51 represents consumer spending in August. The allocation comes in lower than anticipated due to the effects of Hurricane Harvey. Businesses affected by Hurricane Harvey were allowed to delay their remittance of sales tax to the Office of the State Comptroller by up to 30 days. This delay will lead to deferred flows of sales tax payments from the Comptroller's Office to the RTA. This coupled with the delay in processing sales tax allocations for the third quarter ending September 3 lead to the shortfall in sales taxes received. The allocation in comparison to the same period last year is lower by \$102,216 or -4.09%. YOY (Year-to-Year) collections for 2017 totaled \$20,748,897 which is \$107,815 higher than the same period last year and represents a positive growth of 0.52%.

The allocation for the month of August falls short of the monthly budget by \$301,141 or 11.17%. The Year-to-Date allocations fall short of budget by \$1,536,503, or -6.89%.

- Sales Tax Revenue Reported in September Financials
For clarity the actual sales tax revenue of \$3,010,954 reported in the September financials represents an accumulation of transactions that have occurred to date. One factor is the accruals and the others are the adjustments to the accrual when the actual sales allocation is received.
- Operating Revenues – For the month of September, Passenger Service was \$146,222 vs. \$163,569 in 2016 – a decrease of \$25,147 and \$53,892 (27%) lower than current budget estimates. Other operating revenues, which includes advertising, were \$23,120 vs. \$52,018 budgeted for a net shortfall of \$28,898. The shortfall is a timing issue as the anticipated annual amount for CNG rebates was received in April 2017.

EXPENSES

Over all, monthly departmental expenses are under budget by \$260,878, or 10.0%. For the year to date, expenses are under budget by \$906,489, or 3.9%. The majority of the variances are due to timing of purchases for supplies and cost-savings from several unfilled staff positions, offset by higher health insurance costs. Following are comments relating to the specific expense categories.

- Salaries & Benefits – September reflects \$1,131,396, which is 4.81% (\$57,166) under budgeted amounts. For year to date expenses, this category is 6.89% under budget.
- Services – September reflects \$292,762, which is 4.03% (\$11,344) over budgeted amounts. This variance is related to timing of receipt of invoices as the month of August was \$59,848 under budget.
- Materials and Supplies – September reports \$172,014, which is 29.12% (\$70,661) under budgeted amounts. The main variance is related to timing of receipt of invoices for repair parts and supplies for fleet vehicles as the month of August was \$41,292 over budget.
- Utilities – September reports \$48,036, which is 58.89% (\$68,798) under budgeted amounts.
- Insurance – September reports \$288,150, which is \$22,317 (8.40%) over budgeted amounts. The major factors of this variance are health insurance claims invoices.
- Purchased Transportation – September reports \$406,912 which is \$72,592 (22.97%) under budgeted amounts. The variance is related to the timing of invoices.
- Miscellaneous – September reports \$15,327 which is \$25,322 (62.29%) under budgeted amounts. The variance is related to the timing of invoices.

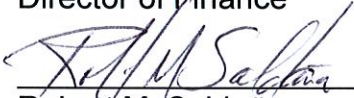
Please refer to the following pages for the detailed financial statement.

Committee Review

Staff presented this item at the Administration & Finance Committee on October 25, 2017.

Respectfully Submitted,

Submitted by: Marie Sandra Roddel
Director of Finance

Reviewed by: 
Robert M. Saldaña
Managing Director of Administration

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer

Corpus Christi Regional Transportation Authority
Statement of Revenues and Expenditures By Cost Center (Unaudited)
Months ended September 30, 2017 & September 30, 2016

	Current Month			Prior Year Comparison	
	Actual	Budget	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Comparison
	A	B	A vs B	C	A vs C
Operating Revenues:					
Passenger service	\$ 146,222	200,114	(53,892)	171,369	(25,147)
Bus advertising	16,145	18,268	(2,123)	7,432	8,713
Charter service	-	-	-	-	-
Other operating revenues	6,975	33,750	(26,775)	27,676	(20,701)
Total Operating Revenues	169,342	252,132	(82,790)	206,477	(37,135)
Operating Expenses:					
Transportation	588,002	577,154	(10,848)	539,526	(48,476)
Customer Programs	20,575	37,431	16,855	20,081	(494)
Purchased Transportation	406,912	479,503	72,592	433,437	26,525
Service Development	30,017	35,451	5,434	36,724	6,707
MIS	57,704	71,556	13,851	40,230	(17,474)
Vehicle Maintenance	335,756	410,532	74,775	413,758	78,002
Facilities Maintenance	113,348	146,688	33,341	91,686	(21,662)
Contracts and Procurements	12,987	14,618	1,631	9,974	(3,013)
CEO's Office	85,309	52,159	(33,150)	46,457	(38,852)
Finance and Accounting	43,242	40,876	(2,366)	32,675	(10,567)
Materials Management	14,047	13,785	(262)	16,017	1,970
Human Resources	412,151	442,677	30,526	472,883	60,732
General Administration	36,374	50,410	14,036	33,794	(2,580)
Capital Project Management	15,087	16,284	1,197	16,407	1,320
Marketing & Communications	44,105	46,821	2,717	54,366	10,261
Safety & Security	83,065	105,244	22,179	150,419	67,354
Staples Street Center	55,916	74,286	18,370	47,607	(8,309)
Total Departmental Expenses	2,354,597	2,615,475	260,878	2,456,041	101,444
Depreciation	708,333	390,067	(318,266)	663,747	(44,586)
Total Operating Expenses	3,062,930	3,005,542	(57,388)	3,119,788	56,858
Operating Income (Loss)	(2,893,588)	(2,753,410)	(140,178)	(2,913,311)	19,723
Other Income (Expense)					
Sales Tax Revenue	3,010,954	3,088,200	(77,246)	2,626,525	384,429
Federal, state and local grant assistance	1,622,943	186,667	1,436,276	401,019	1,221,924
Investment Income	4,905	8,167	(3,262)	8,042	(3,137)
Gain (Loss) on Disposition of Property	-	4,583	(4,583)	-	-
Debt Service	-	-	-	-	-
Other Income (Expense)	30,103	30,353	(250)	38,925	(8,822)
Subrecipient Grant Agreements	(5,269)	-	(5,269)	-	(5,269)
Street Improvements Program for CCRTA Region Entities	(252,623)	(229,083)	(23,540)	-	(252,623)
Net Income (Loss) Before Capital Grants and Donations	1,517,425	335,476	1,181,949	161,200	1,356,225
Capital Grants & Donations	480	-	480	-	480
Change in Net Assets	\$ 1,517,905	335,476	1,182,429	161,200	1,356,705

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
Statement of Net Position
Month ended September 30, 2017 and year ended December 31, 2016

	Unaudited		Audited
	September 30		December 31
	2017		2016
	<u> </u>		<u> </u>
ASSETS			
Current Assets:			
Cash and Cash Equivalents	\$ 24,033,041	\$	15,727,428
Investments	4,075,285		9,002,510
Receivables:			
Sales and Use Taxes	5,483,059		5,439,760
Accrued Interest	8,885		54,719
Federal Government	-		406,078
Other	48,757		36,938
Inventories	676,770		610,376
Prepaid Expenses	880,203		280,434
<i>Total Current Assets</i>	<u>35,206,000</u>		<u>31,558,243</u>
Non-Current Assets:			
Restricted Cash and Cash Equivalents	1,611,302		1,728,452
Capital Assets:			
Land	3,658,054		3,658,054
Buildings	49,958,064		49,958,064
Transit Stations, Stops and Pads	25,799,089		25,799,089
Other Improvements	4,706,675		4,706,675
Vehicles and Equipment	63,604,886		63,604,886
Construction in Progress	209,190		209,190
Current Year Additions	9,486,159		-
Total Capital Assets	<u>157,422,117</u>		<u>147,935,958</u>
Less: Accumulated Depreciation	<u>(73,970,107)</u>		<u>(67,595,109)</u>
Net Capital Assets	<u>83,452,010</u>		<u>80,340,849</u>
<i>Total Non-Current Assets</i>	<u>85,063,311</u>		<u>82,069,300</u>
TOTAL ASSETS	<u>120,269,311</u>		<u>113,627,543</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow related to pensions	4,550,803		4,550,803
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u><u>124,820,114</u></u>		<u><u>118,178,346</u></u>

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
Statement of Net Position (cotinued)
Month ended September 30, 2017 and year ended December 31, 2016

	Unaudited September 30 2017	Audited December 31 2016
	<u> </u>	<u> </u>
LIABILITIES AND NET POSITION		
Current Liabilities:		
Accounts Payable	228,579	843,276
Contractors Retainage Payable	289,246	1,293,190
Current Portion of Long-Term Liabilities:		
Long-Term Debt	555,000	555,000
Compensated Absences	275,328	275,328
Distributions to Regional Entities Payable	2,394,496	3,329,846
Other Accrued Liabilities	682,687	625,718
<i>Total Current Liabilities</i>	<u>4,425,336</u>	<u>6,922,358</u>
Non-Current Liabilities:		
Long-Term Liabilities, Net of Current Portion:		
Long-Term Debt	19,820,000	19,820,000
Compensated Absences	185,229	185,229
Net Pension Liability	3,320,409	3,320,409
Net OPEB Obligation	435,418	435,418
<i>Total Non-Current Liabilities</i>	<u>23,761,057</u>	<u>23,761,056</u>
TOTAL LIABILITES	<u>28,186,393</u>	<u>30,683,414</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflow related to pensions	195,034	195,034
TOTAL LIABILITIES AND DEFERRED INFLOWS	<u>28,381,427</u>	<u>30,878,448</u>
Net Position:		
Net Invested in Capital Assets	63,077,010	60,082,998
Restricted for Debt Service	1,611,302	1,611,302
Unrestricted	31,750,374	25,605,598
TOTAL NET POSITION	<u>\$ 96,438,687</u>	<u>\$ 87,299,898</u>

Corpus Christi Regional Transportation Authority
Statement of Cash Flows (Unaudited)
Month ended September 30, 2017

	<u>9/30/2017</u>
Cash Flows From Operating Activities:	
Cash Received from Customers	\$ 270,551
Cash Received from Bus Advertising and Other Ancillary	24,681
Cash Payments to Suppliers for Goods and Services	(1,585,286)
Cash Payments to Employees for Services	(697,832)
Cash Payments for Employee Benefits	(491,393)
Net Cash Used for Operating Activities	<u>(2,479,279)</u>
Cash Flows from Non-Capital Financing Activities:	
Sales and Use Taxes Received	2,579,517
Grants and Other Reimbursements	1,623,423
Distributions to Region Entities	(1,184,237)
Net Cash Provided by Non-Capital Financing Activities	<u>3,018,703</u>
Cash Flows from Capital and Related Financing Activities:	
Purchase and Construction of Capital Assets	(73,334)
Net Cash Provided by Capital and Related Financing Activities	<u>(73,334)</u>
Cash Flows from Investing Activities:	
Investment Income	6,501
Purchases of Investments	(1,000,000)
Maturities and Redemptions of Investments	1,000,000
Net Cash Provided by Non-Capital Financing Activities	<u>6,501</u>
Net Increase in Cash and Cash Equivalents	472,591
Cash and Cash Equivalents (Including Restricted Accounts), September 1, 2017	25,171,752
Cash and Cash Equivalents (Including Restricted Accounts), September 30, 2017	<u>\$ 25,644,343</u>



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

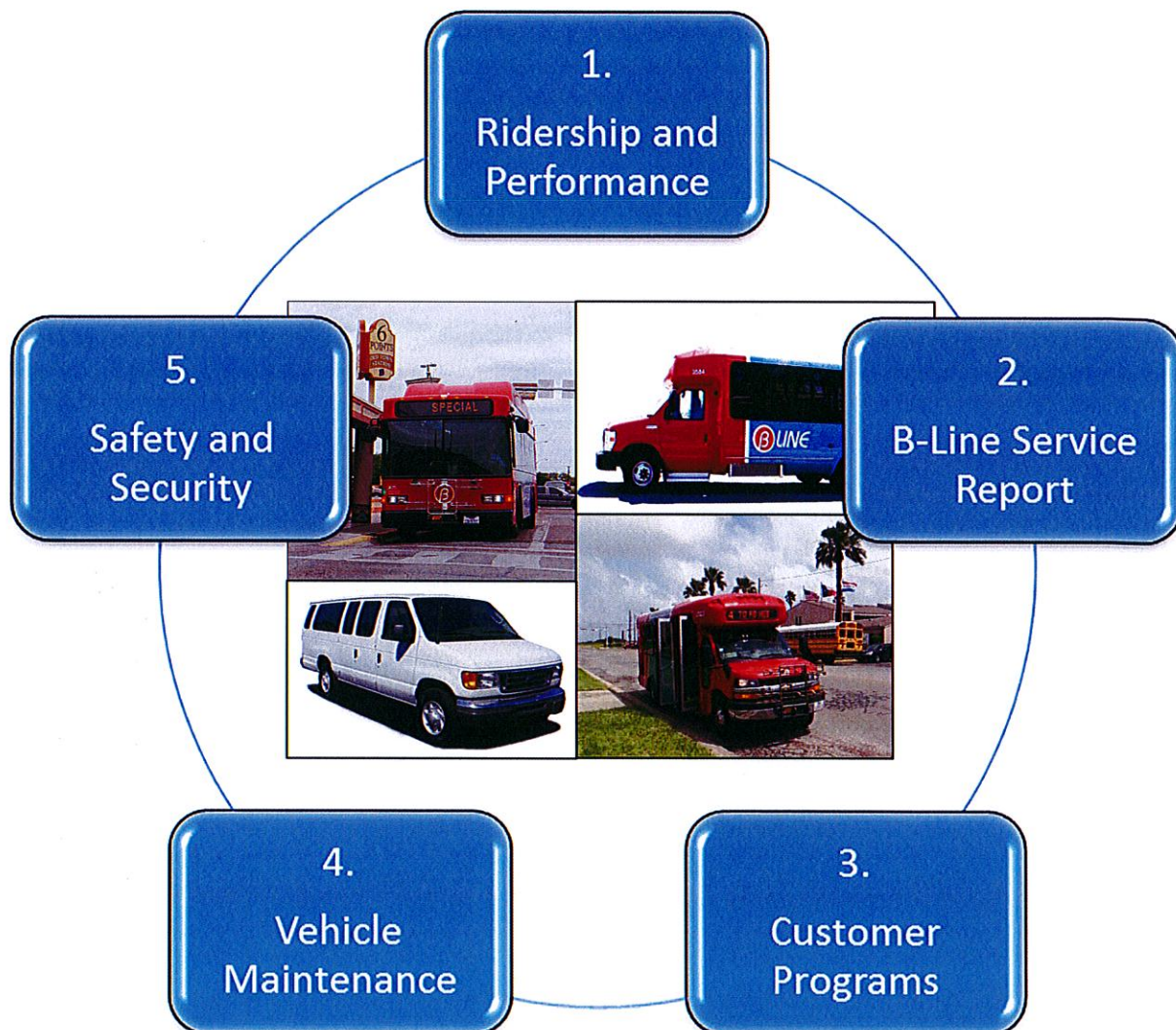
Board of Directors Meeting Memo

November 1, 2017

Subject: Operations Report for September 2017

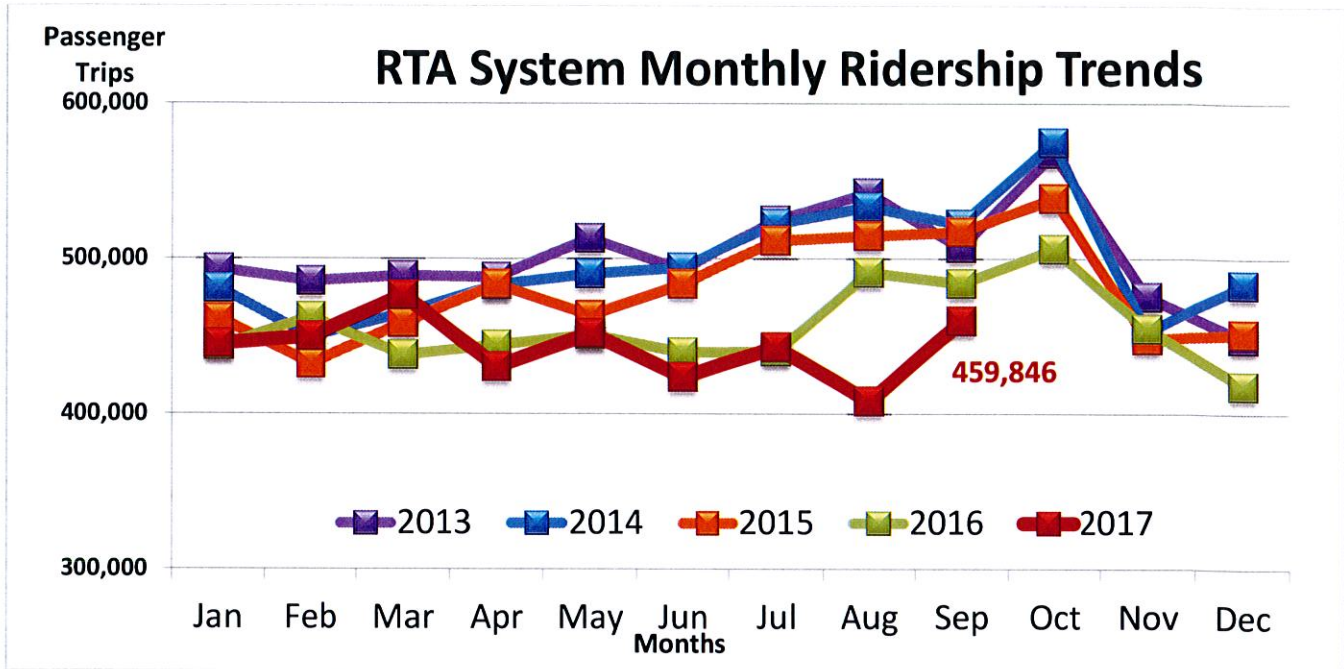
The system-wide monthly operations performance report for September 2017 is included below for your information and review. This report contains monthly and Year-to-Date (YTD) operating statistics and performance measurement summaries containing ridership, performance metrics by service type, miles between road calls, customer service feedback, and a safety and security summary.

Detailed results are reported within the five sections outlined below:

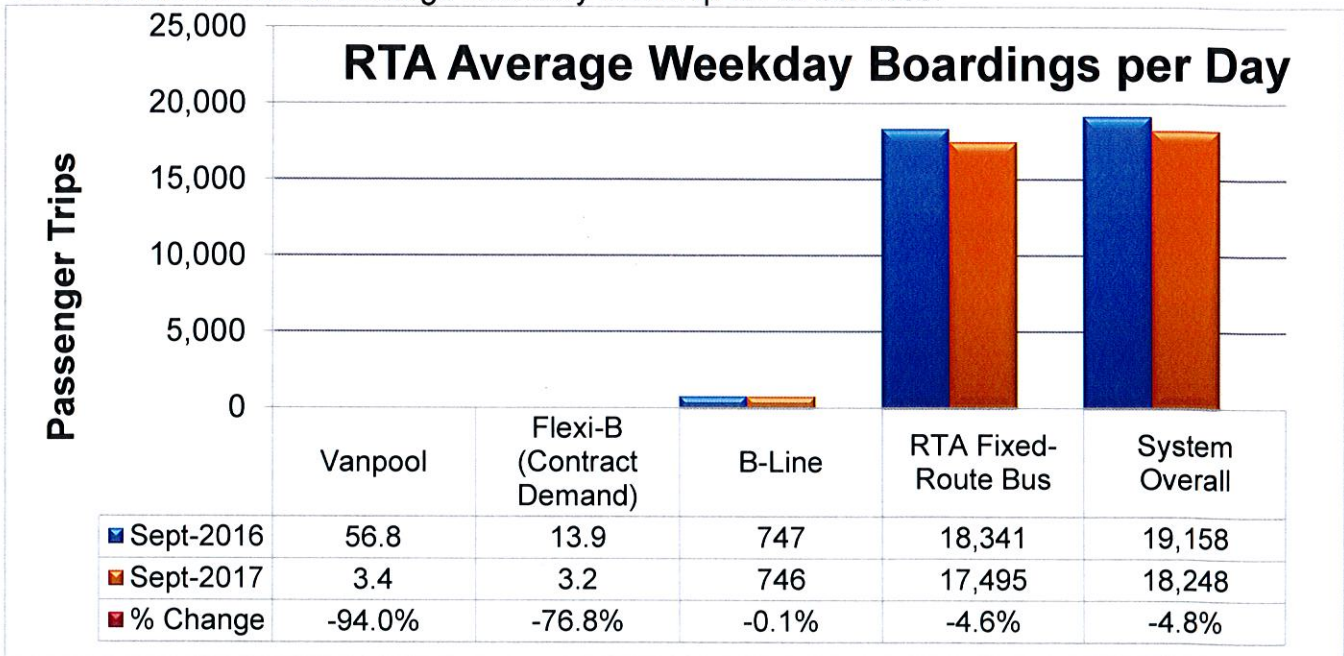


1. System-wide Ridership and Service Performance Results

Boardings for all services in September 2017 totaled 459,846. This represents a 5% decrease as compared to 483,905 boardings in September 2016 or 24,059 fewer boardings this month. There were 20 weekdays, 5 Saturdays, and 5 Sundays this year due to Labor Day Holiday. In 2016, there were 21 weekdays, 4 Saturdays, and 5 Sundays. Retail gas prices for unleaded fuel cost about \$2.40 per gallon compared to \$1.89 per gallon in September 2016¹. Rainfall last month was 1.46 inches and rainfall for September 2016 was 3.08 inches.²



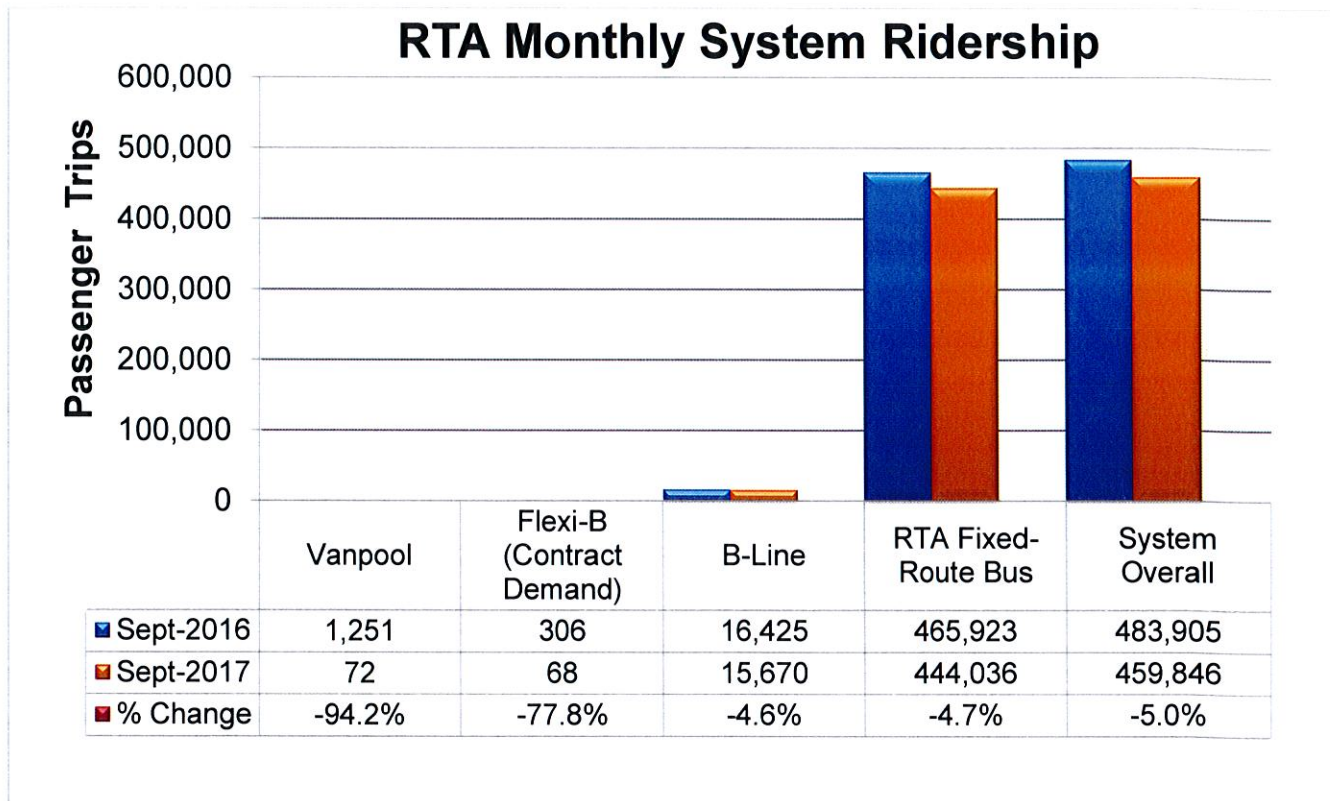
The chart below shows average weekday ridership for all services.



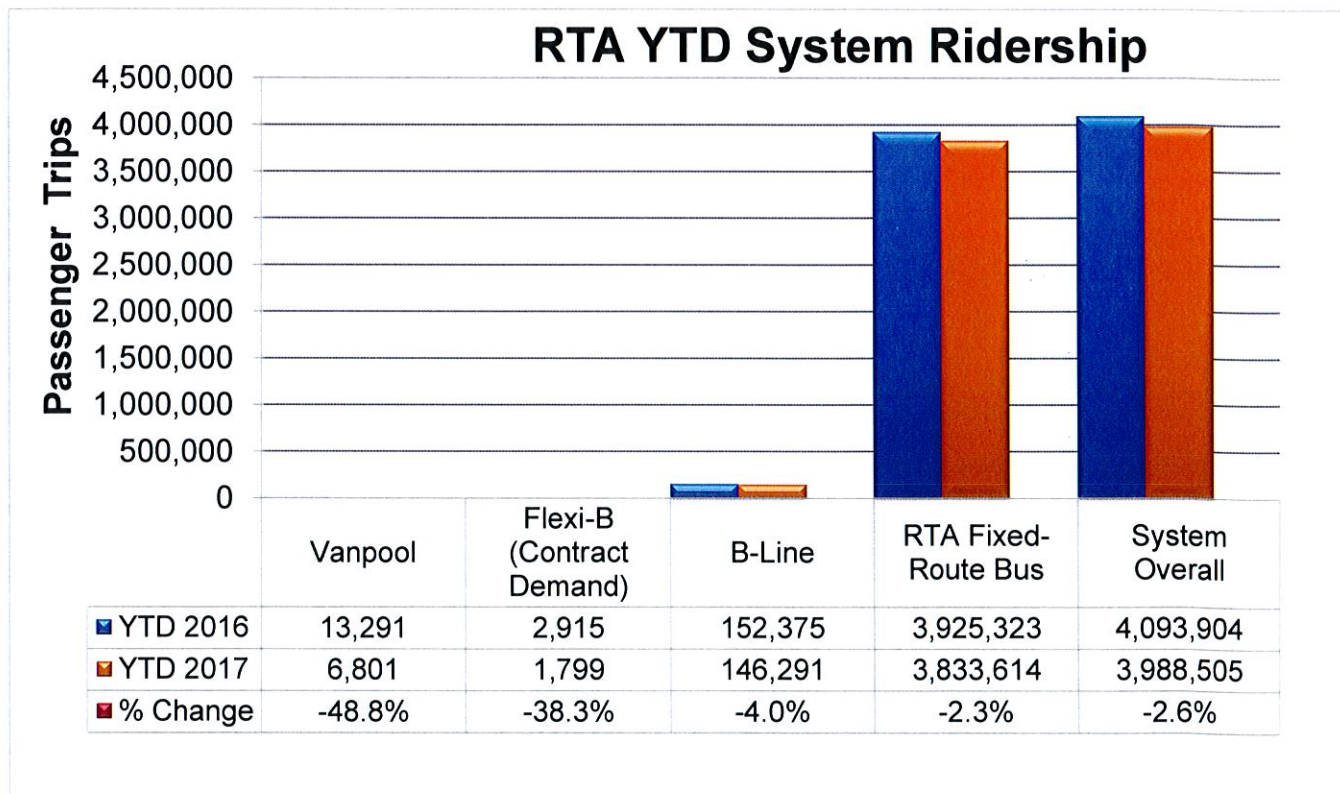
1. GasBuddy.com historical data at <http://www.gasbuddy.com>.

2. Weather Underground historical data at <http://www.wunderground.com>.

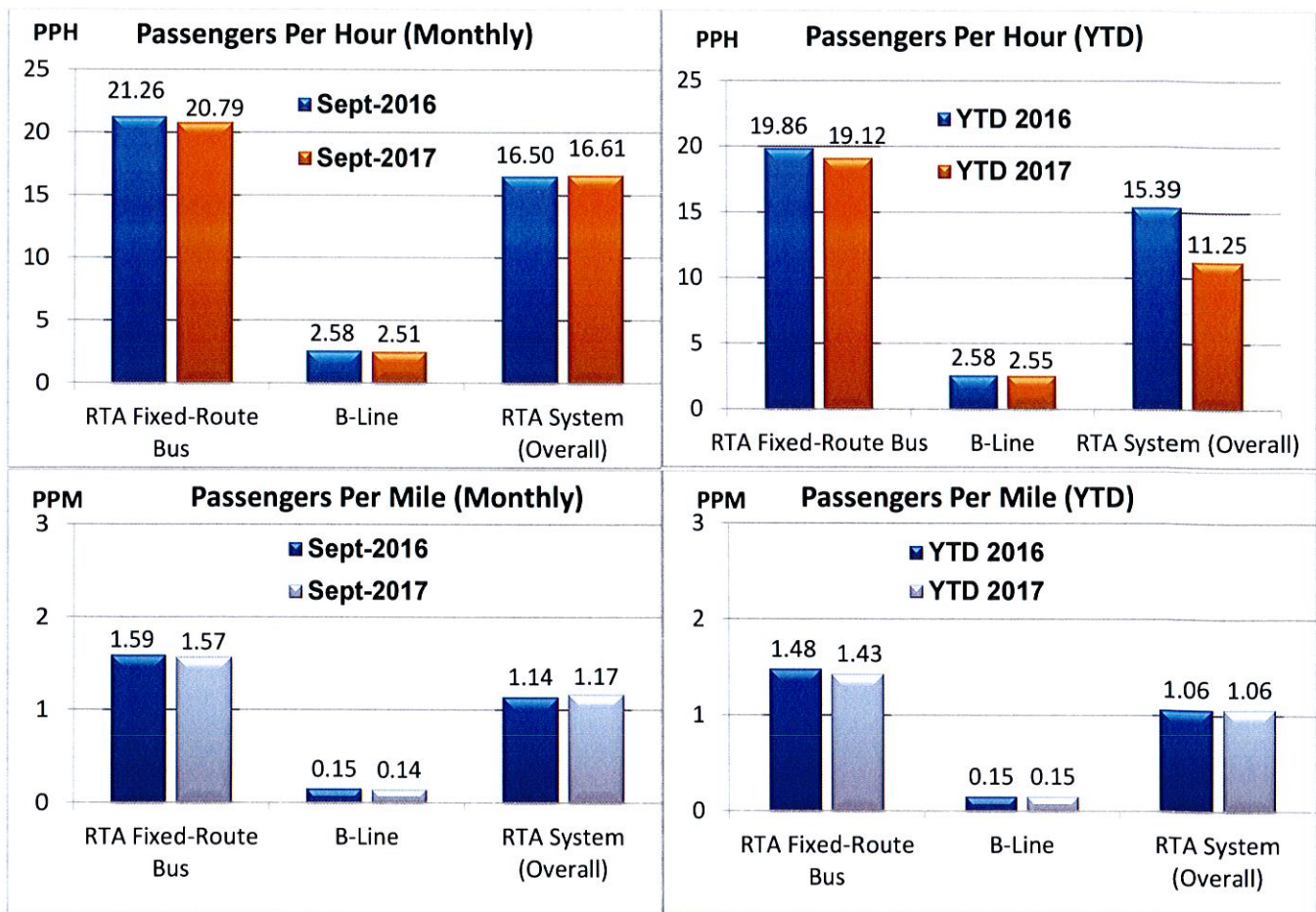
The chart below shows monthly ridership results for all services.



The chart below shows YTD ridership results for all services. CCRTA has recorded 105,399 fewer boardings for a decrease of -2.6% in 2017 as compared to the same period in 2016.



The following charts report system-wide productivity for the month of September 2017 vs. September 2016 and YTD figures.



The following table shows on-time performance of RTA Fixed-Route services.

Schedule Adherence	Standard	Jul-17	Aug-17	Sep-17	3-Month Average
Early Departure	<1%	1.0%	1.0%	0.0%	0.6%
Departures within 0-5 minutes	>85%	88.0%	85.3%	83.8%	85.7%
Monthly Wheelchair Boardings	No standard	6,553	5,363	6,700	6,205
Monthly Bicycle Boardings	No standard	9,401	8,090	9,189	8,893
On-time performance surveys with departures > 5 minutes late will be examined by Planning and Transportation Departments. Corrective actions may follow.					

The following detours potentially impact or will impact on-time performance:

- **Alameda St** (Ayers-Louisiana): To be completed Mid-2018.
 - Routes 5, 5s, 15s, 19, 29, & 29s
- **Ayers St** (Santa Fe-Alameda): Begins November 1, 2017: (1) year project.

- Routes 15s & 19
- **Carroll Ln** (Houston-McArdle): Began September 28, 2017: (1) year project.
 - Route 17
- **Chaparral St** (Schatzel-Taylor): To begin October 16, 2017: (1) year project.
 - Route 76 & 78 bond project detour
- **Comanche St Overpass**: Began October 16, 2017: (9) month project.
 - Routes 21 & 21s
- **Gollihar Rd** (Staples-Kostoryz): All phases to be completed Mid-2019.
 - Routes 32, 37 & 37s
- **Greenwood Dr** (Horne-Gollihar): To be completed mid-December of 2017.
 - Routes 15s & 23
- **Kostoryz Rd** (Brawner-Staples): To be completed early 2018.
 - Routes 15 & 24s
- **McArdle Rd** (Whitaker-Nile): To be completed late October 2017.
 - Routes 37 & 66s
- **Old Robstown Rd** (Leopard-Agnes-Hwy 44): Detour began August 22, 2017.
 - Route 12
- **South Staples St** (Alameda-Morgan): To Begin November 17, 2017.
 - Routes 5s, 17, 29 & 29s
- **South Staples St** (Brawner Parkway-Kostoryz): To Begin December 17, 2017.
 - Routes 17, 29 & 29s
- **Williams Dr** (Staples - Airline): To be completed late October 2017.
 - Routes 8s, 29 & 63

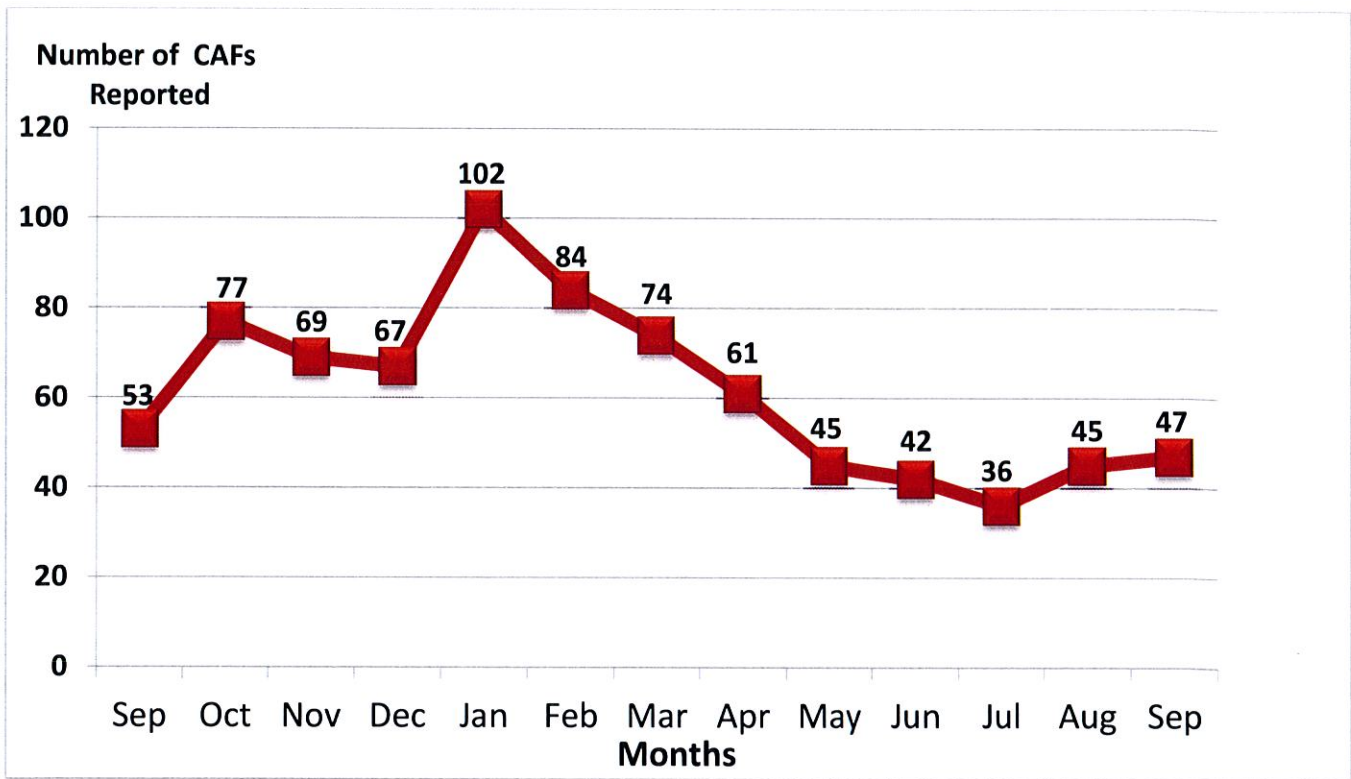
2. Purchased Transportation Department Report: B-Line Service Contract Standards & Ridership Statistics

- Productivity: **2.51** PPH did meet the contract standard of 2.50 PPH.
- On Time Performance: **95.5%** did not meet the contract standard of 96%.
- In Vehicle Time: **98.9%** exceeded the contract standard of 95%.
- Denials: 0 denials or **0.0%** did meet contract standard of 0.0%.
- Miles between Road Calls: **10,612** did not exceed the contract standard of 12,250 miles.
- Ridership Statistics: **10,602** ambulatory; **4,079** wheelchair boarding's

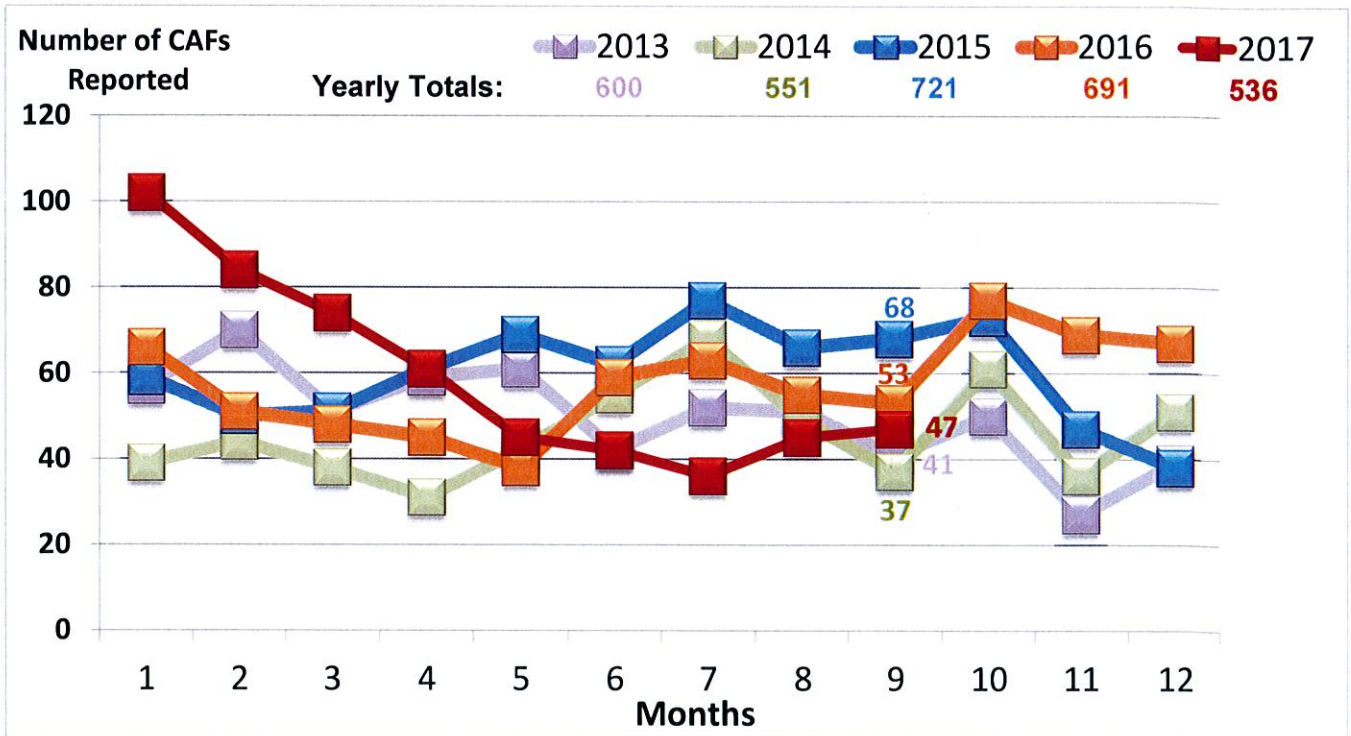
Metric	Jul-17	Aug-17	Sep-17	YTD-Average
Passengers per Hour	2.52	2.54	2.51	2.55
On-time Performance	97.6%	98.2%	95.5%	96.2%
In Vehicle Time	99.3%	99.3%	98.9%	99.1%
Denials	0.00%	0.00%	0.00%	0.0%
Miles Between Roadcalls	17,864	14,546	10,612	36,281
Monthly Wheelchair Boardings	4,340	3,934	4,079	4,474

3. Customer Programs Monthly Customer Assistance Form (CAF) Report

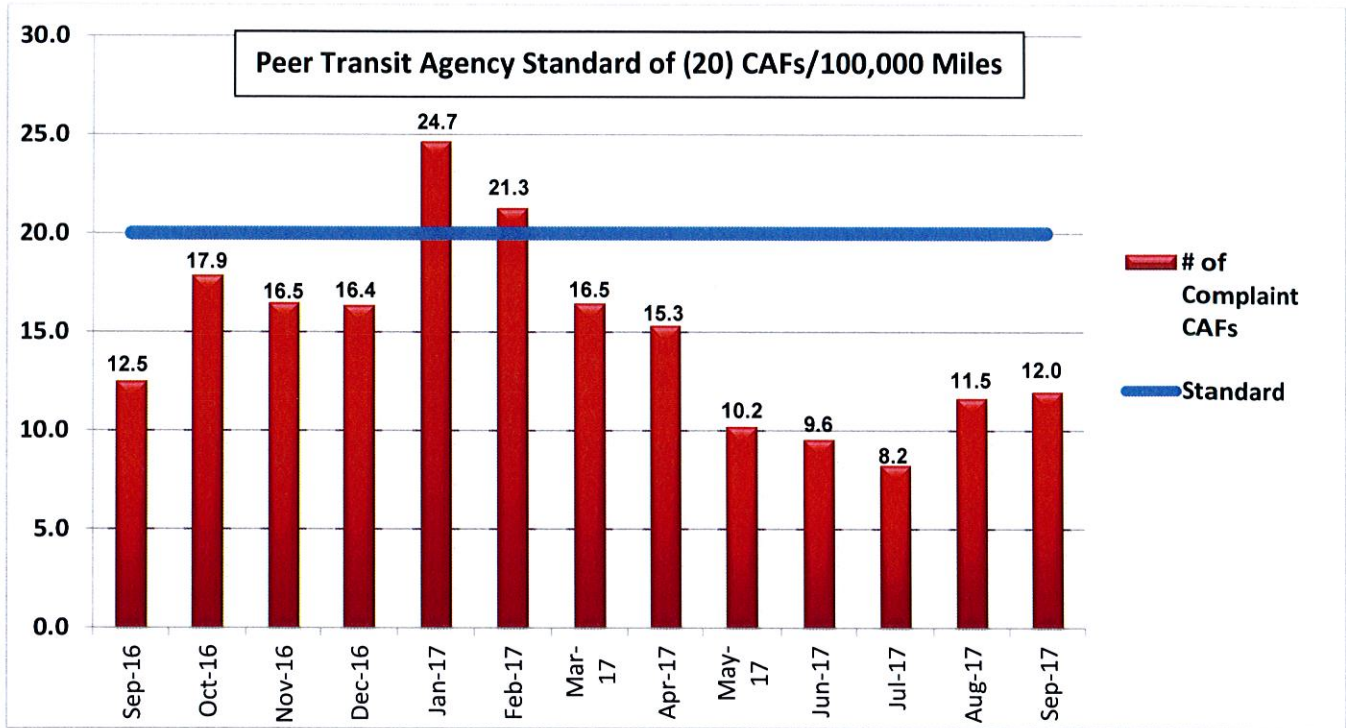
For September 2017, Customer Service processed 74 Customer Assistance Forms (CAF's) of which 47 were verified as valid. This represents a slight increase from the 45 verified CAF's in August 2017. There were 8 Commendations for the month of September.



3a. CAF Reports: Historical Trends



3b. Reported Complaint CAFs w/o Commendations & Suggestions: Historical Trend



3c. Route Summary Report for September 2017

Route	# of CAF's	Route	# of CAF's
#3 NAS Shuttle	2	#29 Staples	3
#4 Flour Bluff Mini B	0	#29F Flour Bluff	4
#5 Alameda	1	#29SS Spohn South	2
#5x Alameda Express	0	#30 Westside/Health Clinic	1
#5s Alameda (Sunday)	1	#32 Southside Mini B	2
#6 Santa Fe/Malls	0	#34 Robstown Circulator	0
#8s Flour Bluff/Malls	1	#35 Robstown South	0
#12 Saxet Oak Park	4	#37 Crosstown	1
#15 Kostoryz	0	#51 Gregory Park & Ride	1
#15s Ayers/Molina	1	#63 The Wave	0
#16 Agnes/Ruth	2	#65 Padre Island Connector	1
#17 Carroll/Southside	0	#76 Harbor Bridge Shuttle	1
#19 Ayers/Norton	0	#78 North Beach	0
#19G Greenwood	2	#84 Lighthouse	0
#19M McArdle	0	#90 Flexi-B Port A	0
#21 Arboleda	3	#94 Port Aransas Shuttle	0
#23 Molina	4	B-Line (Para-transit)	11
#25 Gollihar/Greenwood	1	Facility Maintenance	7
#26 Airline/Lipes Connector	2	Service Development	4
#27 Northwest	4	Safety and Security	6
#27x Northwest (Express)	1	Transportation (Other)	1
#28 Leopard Omaha	0	TOTAL CAF'S	74

3d. September 2017 CAF Breakdown by Service Type:

CAF Category	RTA Fixed Route	B-Line ADA Paratransit	Contracted Fixed Route	Totals
Service Stop Issues	12	0	3	15
Driving Issues	12	5	0	17
Customer Services	10	1	0	11
Late/Early – No Show	4	1	0	5
Fare/Transfer Dispute	4	1	0	5
Dispute Drop-off/Pickup	0	2	0	2
Tie Down Issues	0	0	0	0
B-Line Call Lines	0	1	0	1
Facility Maintenance	7	0	0	7
Safety and Security	6	0	0	6
Service Development	4	0	0	4
Transportation (Other)	1	0	0	1
Total	60	11	3	74
Commendations	4	3	1	8

Conclusion:

During September 2017, RTA received 74 CAF's/Commendations regarding RTA Fixed-Route Service, B-Line and Purchased Transportation; Eight (8) of the 82 reported CAF's (September) were commendations.

There were a total of 60 CAF's/Commendations received regarding RTA Service representing 81% of total customer contacts: 7 for Facilities Maintenance, 4 for Service Development, 6 for Safety and Security and 43 for Transportation.

A total of 11 CAF's/Commendations were reported regarding B-Line service representing 15% of the total customer contacts.

A total of 3 CAF's were reported regarding Contracted Fixed Route service representing 4% of the total customer contacts.

(There was 0 issues relating to the detours and relocation of Six Points Station not included with total CAF numbers).

Actions taken as a result of reported CAF's include but are not limited to the following:

- Coaching and counseling
- Driver training
- Progressive disciplinary action as appropriate, group discussion/coaching in operator meetings
- Discussion in supervisory meetings
- Examination of CCRTA operations policy

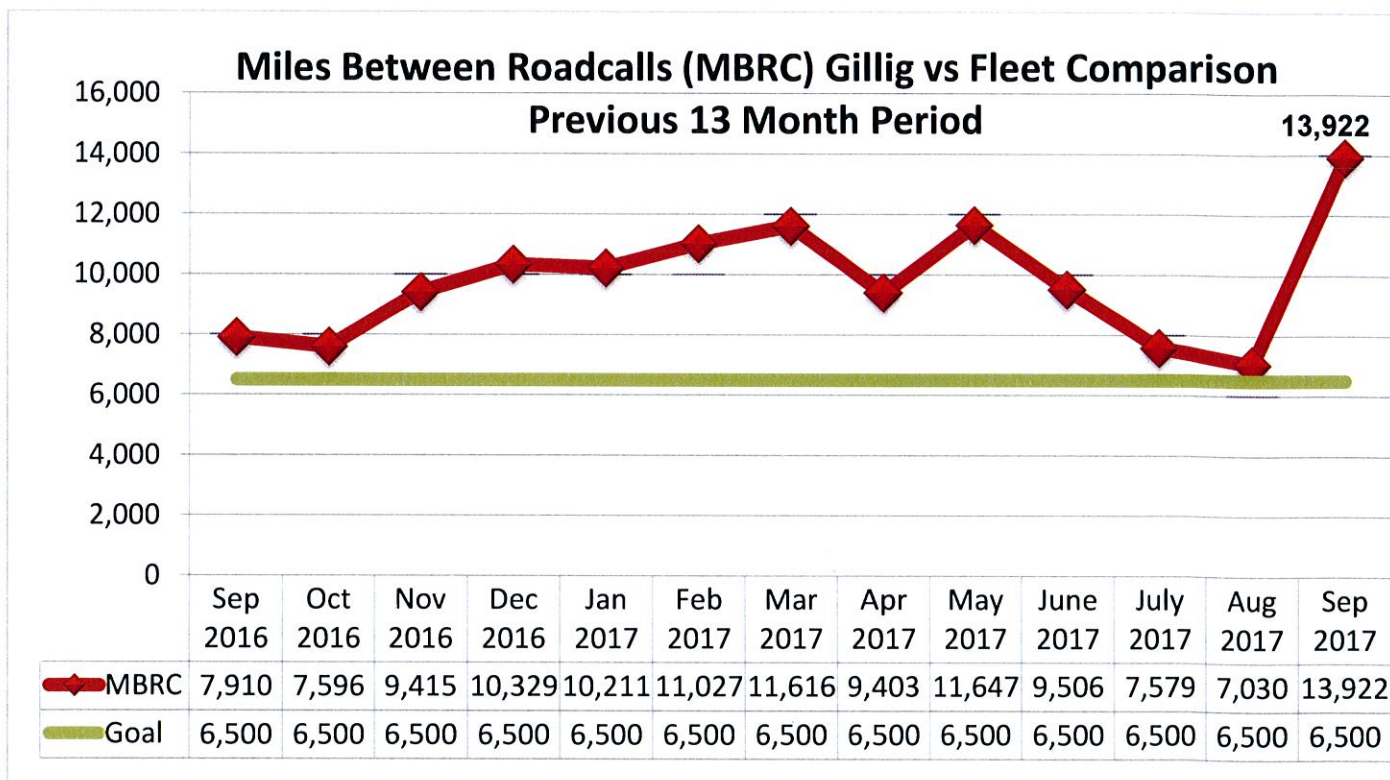
CCRTA documents CAF's to capture information regarding a wide range of issues from the community's perspective point of view. CAF's are communicated to the Customer Programs group via the telephone, e-mail, and letter or in person.

CAF's are redirected to relevant management and supervisory staff for further investigation. Customer Service staff will provide a prompt and written response at the conclusion of the investigation to the customer within ten working days.

CAF's play an important role as a quality assurance tool to identify issues regarding service; they also inform CCRTA regarding education and training needs. CAF's assist Service Development in identifying problems around existing service and identifying underserved areas. CAF's also serves to guide policy development.

4. Vehicle Maintenance Department Monthly Miles Between Road Calls Report

For September 2017, 13,922 miles between road calls (MBRC) were recorded as compared to 7,910 MBRC in September 2016. A standard of 6,500 miles between road calls is used based on the fleet size, age, and condition of CCRTA vehicles.



MBRC is a performance gauge of maintenance quality, fleet age, and condition; an increase in MBRC is a positive indicator. As defined by the Federal Transit Administration, a road-call is the practice of dispatching a service vehicle to repair or retrieve a vehicle on the road. There are two types of road-calls; Type I and Type II. A Type I road-call is a major mechanical failure that prevents the revenue vehicle from completing a scheduled revenue trip. A Type II road-call is a mechanical failure causing an interruption in revenue service.

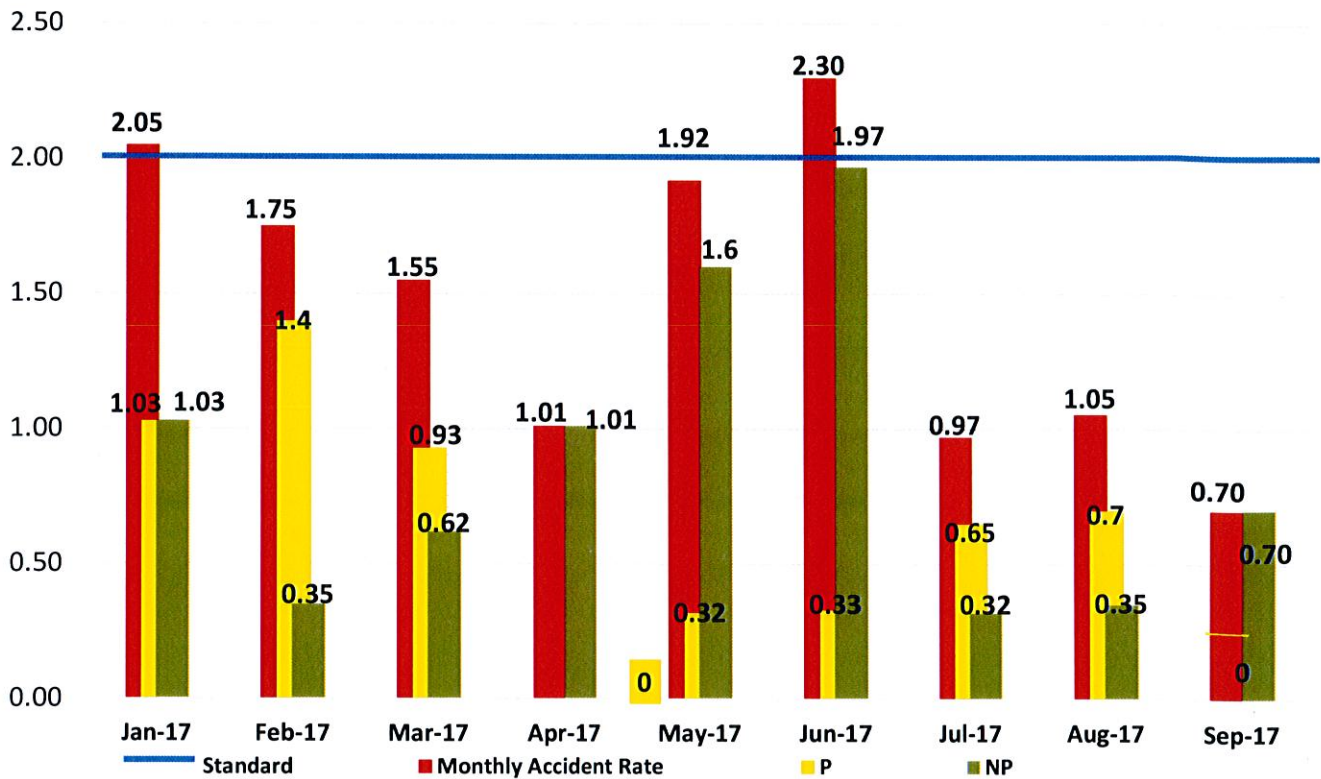
5. Safety/Security Department Report

SAFETY SUMMARY

For September 2017, there were two (2) vehicle accidents. Both were determined to be non-preventable (NP). There were twenty-two (22) customer-related incidents. CCRTA operators drove a total of 285,098 miles. The year-to-date accident rate for the month of September is 1.48 per hundred thousand miles driven. The desirable range for total collisions is at 2.0 or less. The chart below illustrates the Year-to-Date accident rate

Please keep in mind that this chart shows all vehicle accidents regardless of fault.

Year-to-Date Accident Rate = 1.48



SECURITY SUMMARY

For September 2017, there were approximately 1,400 hours of security coverage was used for all areas of CCRTA Operations. Officers arrested no individuals for public intoxication, issued 5 criminal trespass warnings, arrested 1 individual for criminal trespassing, made 193 contacts with individuals and responded to 4 other calls for service.

Committee Review

This item was reviewed and approved by the Operations & Capital Projects Committee on October 25, 2017.

Respectfully Submitted,

Submitted by: Wesley Vardeman
Outreach Coordinator

Submitted by: Mike Rendon
Director of Safety & Security

Submitted by: Bryan Garner
Director of Maintenance

Reviewed by: Gordon Robinson
Director of Planning

Reviewed by: 
Jennifer Fehribach
Managing Director of Operations

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer

**RTA Committee on Accessible Transportation (RCAT)
MEETING MINUTES
Thursday, September 21, 2017**

Advisory Committee Members Present: Anne Bauman, Richard Balli, Robert Box, Donnie Contreras, Joyce Lopez, Tammye Salinas, Sylvia Wilson

Advisory Committee Members Absent: none

Board Members Present: none

Staff Present: Susan Teltschik, Melanie Gomez, Sharon Montez, Arnold Meza

MV Present: Nova Shields

Employee Representative(s): Gina Salazar

Call to Order: Ms. Anne Bauman called the meeting to order at 12:05 p.m. Ms. Susan Teltschik called the roll and determined that a quorum was present.

Public Comment: There was no public comment.

Action to Approve Minutes of August 17, 2017 was approved as presented.

MR. BOX MADE A MOTION TO ADOPT THE RCAT MINUTES OF AUGUST 17, 2017 AS PRESENTED; MR. BALLI SECONDED THE MOTION. CONTRERAS, BAUMAN, LOPEZ, SALINAS AND WILSON VOTING FOR.

Presentation of 2nd Quarter Unsung Hero Award:

Mr. Arnold Meza was presented with a certificate for being commended by a rider for "...his quick thinking to prevent a collision with another vehicle. He is a great operator and driver."

Committee for Persons with Disabilities (CFPWD) and Corpus Christi Human Relations Committee (CCHRC) Update:

Mr. Richard Balli told the committee the Committee for Persons with Disabilities (CFPWD) did not have a meeting.

Ms. Sylvia Wilson informed the committee there was a vacancy on the CCHRC and told the committee the Corpus Christi Human Relations Committee (CCHRC) did not have a meeting.

Committee Reports:

No-Show/Eligibility Appeals

Mr. Richard Balli updated the committee on the No-Show/Eligibility Appeals Committee. The No-Show/Eligibility Appeals Committee met on Tuesday, September 19, 2017 for no show appeals. Members present were Robert Box, Joyce Lopez and Richard Balli. Staff members present were Melanie Gomez and Janessa Cano (MV). There were 6 appeals submitted in September. One appellant was present to appeal a 30-day proposed service suspension. The proposed service suspension was dismissed due to extenuating circumstances. Two appellants submitted a letter to appeal a 7-day proposed service suspension. Both proposed service suspensions were dismissed due to extenuating circumstances. Two appellants submitted a letter to appeal a 30-day proposed service suspension. One proposed service suspension was reduced to a 7-day service suspension. One proposed service suspension was determined conditional, to and from dialysis and medical appointments. One appellant did not attend. The 7-day proposed service suspension was enforced in accordance to policy. There were 4 warning notices issued in August, 9 seven day proposed service suspensions and 11 thirty day proposed service suspensions.

RCAT Liaison's Report:

Ms. Montez updated the committee on the Emergency Response to Hurricane Harvey. The Agency started tracking the storm on Wednesday, August 23, 2017 and the Marketing Department began updating the public on the status of the Agency's service on social media. Ms. Montez commented on Thursday, August 24, 2017, Transportation and the Planning Department met to determine how long the CCRTA could safely

provide service and not leave riders stranded. The CCRTA began informing the public about possible service interruptions, through social media, and traditional news media. CCRTA started working with the City of Corpus Christi and Nueces County on the evacuation process. On Friday August 25, 2017 the day the storm hit, CCRTA communicated through social media, and traditional news media that service was ending due to unsafe conditions.

Ms. Montez commented after the storm on August 26, 2017, the marketing department continued to communicate services were suspended to customers through social media, and traditional news media. With the electricity off around the city, the stoplights weren't in working order so it was still unsafe to have bus service. CCRTA began partial service on Tuesday and Wednesday, September 29th and 30th, and had full service on Thursday, September 31st.

After securing both properties, the CCRTA sent representatives to the City Emergency Operations Center (EOC) and the Nueces County EOC. CCRTA provided evacuation services for the City of Corpus Christi taking evacuees to the Natatorium, and Nueces County, taking evacuees to the Richard Borchard Fairgrounds. Essential employees were staged at each location, Bear Lane and Staples Street Center, to provide assurance on the stability of both buildings during the storm.

Customer Service answered the phones until 1:00 Friday when bus service was shutdown. Calls then went to voicemail. The Customer Service supervisor was on duty at Staples Street Center during the storm so she was able to answer calls as soon as the phone lines were up and running again.

Mobility Management moved their assessments until early September when the Del Mar College students were able to assist. The Corpus Christi EOC lost power and their backup generator so our buses transported them to the airport to continue their duties. CCRTA also provided buses to be staged at the airport for the arrival of President Trump and Vice President Pence. CCRTA buses were also used to take the returned evacuees back

to their homes in Nueces County and back to the bus stations in the city when they returned.

Finance Department processed payroll early to assure employees had access to funds; increased petty cash funds to ensure adequate working cash during and after the storm; communicated to Department Heads procedures for maintaining and processing purchases, receipts, and invoices related to Hurricane Harvey; obtained Purchase Card available balances and increased limits where needed; created a new general ledger account for Department Heads to use for coding all expenses related to Hurricane Harvey.

IT Department secured all IT systems, including offsite backup, local backup and cell phones, recorded phone messages and bus messages. Conference calls were made between properties every two hours during the storm to update all essential employees on the status of each building.

Ms. Montez mentioned over the next few weeks, the CCRTA will update the 2018 budget to include a larger generator for Bear Lane because the generator was not large enough to power the air conditioning system. CCRTA Finance Director will file a claim with FEMA within 60 days for costs associated with evacuation and replacing or repairing facilities and vehicles. CCRTA is continuing to access the emergency operations and there will be changes made to the Emergency Preparedness Plan.

Chairperson's Report:

Ms. Anne Bauman shared upcoming meeting dates with the committee.

Informational Items:

Ms. Anne Bauman advised that these items were made available to the committee members in their packets.

Request for Agenda Items:

Other Business: Ms. Anne Bauman adjourned the meeting at 12:55 p.m. The next meeting will be held on Thursday, October 19, 2017.

Administration Finance Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Admin	5.	Tom Niskala	In reference to the RFP for Occupational Medical Services, Mr. Niskala asked if these costs were comparable to current costs.	Ms. Gaitan commented yes.	9/27/2017
9/27/2017 Admin	5.	Larry Young	In reference to the Request for Proposal (RFP) for Occupational Medical Services, Mr. Young asked if Ms. Gaitan knew anything about the safety procedures to prevent contamination and tampering of the samples.	Ms. Gaitan responded the center needs to follow procedures outlined by the FTA and the RTA Human Relations staff does an audit of the center on a yearly basis.	9/27/2017
9/27/2017 Admin	5.	Larry Young	As a followup question in reference to the RFP for Occupational Medical Services, Mr. Young asked if there was someone present to make sure they do not bring a sample in from the outside.	Ms. Gaitan responded if the test ends up being an observed test, at that point there will be someone in the room with them. Otherwise the staff just makes sure they have nothing in their possession prior to entering the room. The staff reads it immediately to check the temperature and at that time they can ask for another specimen.	9/27/2017
9/27/2017 Admin	6.	Tom Niskala	In reference to the RFP for Long-Term Disability and Short-Term Disability, Mr. Niskala asked if these costs were comparable to current costs.	Ms. Gaitan commented yes, and there may be additional savings with the consolidation of the two Disability Insurance programs.	9/27/2017
9/27/2017 Admin	6.	Larry Young	In reference to the RFP for Long-Term Disability and Short-Term Disability, Mr. Young asked what makes a disability a long-term disability.	<p>Ms. Gaitan responded the doctor determines the length of the disability which is determined from the injury or illness. Causes of new long-term disability claims</p> <ul style="list-style-type: none"> • Musculoskeletal/connective tissue disorders: 28.6 percent • Cancer: 15.1 percent • Injuries and poisoning: 10.3 percent • Cardiovascular/circulatory: 8.7 percent • Mental disorders: 8.3 percent • Nervous system-related: 7.7 percent • Pregnancy and childbirth complications: 5.9 percent • Other: 15.4 percent <p>Source: 2014 Council for Disability Awareness Long-Term Disability Claims Review, based on 2013 claims.</p>	9/27/2017 11/01/17

Administration Finance Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Admin	6.	Larry Young	In reference to the RFP for Long-Term Disability and Short-Term Disability, Mr. Young asked if there was a threshold of time before an employee takes long-term disability.	Ms. Gaitan responded the length of time before long-term disability is 90 days according to the policy.	9/27/2017
9/27/2017 Admin	6.	Larry Young	In reference to the RFP for Long-Term Disability and Short-Term Disability, Mr. Young, what's the next step up from the 66.67% the employee will be paid under the long-term disability policy.	Ms. Gaitan responded 66.67% is the maximum that the employee would receive, according to the policy. Once the short-term benefits expire (generally after three to six months), long-term disability insurance pays a percentage of your salary, usually 50 to 60 percent, depending on the policy. The benefits last until you can go back to work or for the number of years stated in the policy. The Basics of Long-Term Disability Insurance Insure.com - Last updated: June 3, 2016	9/27/2017 11/01/17

Operations Capital Projects Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Ops	4.		Discussion and Possible Action to Approve the Request for Proposal (RFP) for the Law Enforcement Services Contract	Four Proposals were Received and Evaluated from Off Duty Services (ODS) 87.97; Premier Protection & Investigation (Premier) 77.60; Tommy Cabello 64.20; Safety Security Service 56.83	
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young stated we talked about liability doing police work versus other work, and asked "is that defined anywhere?"	Mr. Cruz-Aedo explained to Mr. Young that the CCRTA is requesting specific liability insurance and workman's comp insurance for non-law enforcement activities for the law enforcement officers.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked "so there will be some coverage for non-law enforcement?"	Mr. Cruz-Aedo said correct, based on this proposal. Some of the others do not have the insurance so the CCRTA would have to go out and obtain the insurance at a greater cost just to have the coverage.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked if there was anything in the contracts as to where these officers were coming from.	Mr. Cruz-Aedo explained the CCRTA doesn't specify that they would be from any particular agency, but that they be licensed by the state of Texas. Mr. Saldana explained that this is a performance based contract, and in a performance based contract we do not tell the company how to do their job.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked was SWAT training included in the RFP, along with escalation training.	Mr. Rendon stated that SWAT training was included in the scope of the RFP and de-escalation training and ADA training was preferred.	9/27/2017
9/27/2017 Ops	4.	George Clower	In reference to the RFP for the Law Enforcement Services Contract, Mr. Clower asked if these companies were security companies	Mr. Rendon explained these companies are security companies but they hire licensed law enforcement officers.	9/27/2017

Operations Capital Projects Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Ops	4.	George Clower	In reference to the RFP for the Law Enforcement Services Contract, Mr. Clower asked if they have a spot to fill and they don't have a police officer to fill the position (if the scheduled officer calls out), who would they send, would they send a security guard.	Mr. Rendon explained they have to use an off duty law enforcement officer.	9/27/2017
9/27/2017 Ops	4.	Abel Alonzo	In reference to the RFP for the Law Enforcement Services Contract, Mr. Alonzo asked if this was the lowest bid.	Mr. Rendon said no, it was the highest proposal.	9/27/2017
9/27/2017 Ops	4.	Abel Alonzo	In reference to the RFP for the Law Enforcement Services Contract, Mr. Alonzo asked if this was a unanimous decision (by the persons involved in the RFP decision making process)	Mr. Rendon said yes, it was a unanimous decision.	9/27/2017
9/27/2017 Ops	4.	Edward Martinez	In reference to the RFP for the Law Enforcement Services Contract, Mr. Martinez asked if all these companies were local companies, are they currently working in this area.	Mr. Rendon said no, ODS and Premier are from the Houston area and the other two are local. All firms will employ local law enforcement officers.	9/27/2017
9/27/2017 Ops	4.	Edward Martinez	In reference to the RFP for the Law Enforcement Services Contract, Mr. Martinez stated that folks from out of town really do not know our culture down here and asked if we were recommending Premier.	Mr. Rendon said no, ODS. Current officers would likely continue to serve the CCRTA.	9/27/2017
9/27/2017 Ops	4.	Edward Martinez	In reference to the RFP for the Law Enforcement Services Contract, Mr. Martinez asked if they all perform the same duties why we were not going with the low bid.	Mr. Cruz-Aedo explained with the low bidder we would have to continue doing their payroll, this company would do their own payroll; they bring the CCRTA the added value of having the officers clock in and clock out and it is GPS based so we would know they are here, the others would sign in on a paper schedule and you would trust that they were there; And as we found out during Harvey, the law enforcement departments call in their officers and we had zero officers, this company has the ability to bring other officers in. That added value is one of the reasons we're bringing you this contract.	9/27/2017

Operations Capital Projects Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Ops	4.	Edward Martinez	In reference to the RFP for the Law Enforcement Services Contract, Mr. Martinez asked how much it would cost the RTA to process the payroll.	Mr. Cruz-Aedo explained we are doing payroll for the officers now. Rendon stated the cost is slightly over \$8,000.00 a year.	9/27/2017
9/27/2017 Ops	4.	Curtis Rock	In reference to the RFP for the Law Enforcement Services Contract, Mr. Rock asked how many of the four applicants have experience with an RTA.	Mr. Rendon said only Premier Security & Investigation has experience with Houston Metro. Mr. Cabello has experience with the CCRTA and has worked at all the stations, he's been with the CCRTA for approximately 6 to 7 years. Mr. Cruz-Aedo explained Mr. Cabello is a regular on our schedule. All firms would use existing law enforcement officers. All are familiar with the CCRTA.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked, looking at the criteria for training, is that judging the company or the staff of officers.	Mr. Rendon stated both, how the companies train their officers and for the individual how much training he's had; he submitted over 40 training certificates from SWAT to ADA to traffic investigation to narcotic task force.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked for experience, give me an example of what that means. As a follow-up question, Mr. Young asked why we rated the person who worked at the CCRTA lower than the other companies since he worked at the CCRTA.	Mr. Rendon stated for experience, we looked at metro transit work, or what type of work they've done, some did refinery work, pipeline work, traffic control, and public road work, and that they hire officers with experience. Mr. Saldana answered the follow-up question by stating the CCRTA rated the overall companies' experience with Premier and ODS, and their contingency plans, which is why they rated higher in experience than the bottom two, they scored low because we could only rate their personal experience, there was no mention of how they were going to train anyone in the field. One firm only listed the coordinator's training, not staff as requested in the RFP, thus the low score.	9/27/2017

Operations Capital Projects Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Ops	4.	Curtis Rock	In reference to the RFP for the Law Enforcement Services Contract, Mr. Rock asked if the CCRTA knows what officers the companies are going to use.	Mr. Saldana stated the company is not going to hire until they're awarded the contract. The levels of experience are based on the other contracts they were awarded and what the RFP requested SWAT training, de-escalation and dealing with ADA issues. All firms plan on employing existing officers and from local agencies.	9/27/2017
9/27/2017 Ops	4.	Mike Reeves	In reference to the RFP for the Law Enforcement Services Contract, Mr. Reeves asked out of all the companies that submitted a proposal, do they know our clientele? Do they know our ridership? Do they know their names, what their needs are? Do they know how to handle situations? Can a company that is not local bring in officers as needed that know our ridership, know their needs?	All firms plan on employing existing and local law enforcement officers. They all know the CCRTA.	9/27/2017
9/27/2017 Ops	4.	Larry Young	In reference to the RFP for the Law Enforcement Services Contract, Mr. Young asked if the CCRTA could get the information to the board prior to the board meeting next week.	Mr. Cruz-Aedo said absolutely.	9/27/2017
9/27/2017 Ops	4.	Curtis Rock	In reference to the RFP for the Law Enforcement Services Contract, Mr. Rock asked Mr. Young, when you worked as a security officer at a Whataburger or a nightclub, as far as liability, who covers you.	Mr. Young stated he has worked in law enforcement for 37 years and stated the entity that hires you as a law enforcement officer that carries your credentials is ultimately responsible for whatever it is that you do because they give you permission to do that off-duty assignment.	9/27/2017
9/27/2017 Ops	4.	Curtis Rock	In reference to the RFP for the Law Enforcement Services Contract, Mr. Rock asked if this is a law enforcement related activity, a law enforcement contract?	Mr. Saldana stated he will contact the TML, our insurance company, to get clarification on what is a non-law enforcement duty. Mr. Cruz-Aedo explained the employment attorney stated that not everything the officer does is a law enforcement related activity.	9/27/2017

Operations Capital Projects Committee Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
9/27/2017 Ops	4.	Glenn Martin	In reference to the RFP for the Law Enforcement Services Contract, Mr. Martin asked what is a non-law enforcement activity?	Mr. Cruz-Aedo stated if the officer is on a coffee break and slips on a banana peel, that would be a non-law enforcement scenario; Mr. Young stated an example for clarification, it is not illegal to drink beer or liquor on the bus but the law enforcement officer may end up engaging someone drinking beer or liquor on the bus. That's a non-law enforcement role because it's not illegal. He may engage and talk to them about it and he has no authority over it. Something might happen.	9/27/2017
9/27/2017 Ops	4.	George Clower	In reference to the RFP for the Law Enforcement Services Contract, Mr. Clower asked out of these four proposals, where would they be pulling their officers from? Would they be pulling from the CCPD, the constables office, the county, and the surrounding agencies?	Mr. Rendon stated the CCRTA currently has officers from CCPD (Corpus Christi Police Department), Constables, CCISD (Corpus Christi Independent School District) and Robstown. Mr. Saldana stated the only issue on the table is in a natural disaster, when the local officers are pulled back to their agencies, this company could pull officers from the outside the local area.	9/27/2017
9/27/2017 Ops	5.a	Tom Niskala	In reference to the August 2017 Operations Report, Mr. Niskala asked how many days did the CCRTA not have service (after Hurricane Harvey).	Mr. Robinson stated there were three days without service.	9/27/2017
9/27/2017 Ops	5.a	George Clower	In reference to the August 2017 Operations Report, Mr. Clower asked if all the buses were operational, are the windshields replaced (after Hurricane Harvey).	Mr. Robinson answered in the affirmative.	9/27/2017

Board Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if the RTA requested insurance specifically.	Mr. Rendon responded yes, it was requested.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if the RTA requested an independent contractor.	Mr. Rendon responded no, it could be an individual or a company.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if it was an individual, did the RTA request they perform their own payroll services.	Mr. Rendon responded no.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked what the budget was for this contract.	Mr. Rendon responded approximately 2,300,000.00.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if the RTA requires original signatures on a RFP before the submission of the RFP.	Mr. Rendon responded yes.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if there were any interviews conducted.	Mr. Rendon responded no.	10/4/2017
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if the administrative fee was paid on an annual basis, and is it the total amount divided by three?	Mr. Rendon responded yes, it's the total amount divided by three.	10/4/2017
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris asked Mr. Rendon to repeat the budget for the Law Enforcement Services Contract.	Mr. Rendon stated the budget amount is \$2,035,096 for 3 years FY 2018.	10/4/2017
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris asked how many officers will be provided, how many officers will we have on the street.	Mr. Rendon stated the RTA has 26 officers now, at the stations and a rover.	10/4/2017

Board Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris asked how many officers the companies will be providing.	Mr. Rendon stated the companies/individuals said they will rehire the officers on post with the RTA now and add a few more.	10/4/2017
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris stated you visited with each of the companies, and asked, did you interview them?	Mr. Rendon stated no, there were no interviews, just phone conversations. I asked them how they would approach the contract to bring in officers and they all said they would hire the officers on post with the RTA now and add a few more.	10/4/2017
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris asked if it was necessary to have 26 officers.	Mr. Rendon responded yes, the officers are part-time and can only work 15 to 25 hours a week. The hours needed to cover all the shifts equals 26 full-time hours but the officers can't work full-time hours. The RTA needs the additional officers to cover all the shifts.	10/4/2017
10/4/2017 Board	10.	Scott Harris	In reference to the RFP for the Law Enforcement Services Contract, Mr. Harris requested the number of incidents reported over the past year.	Mr. Rendon stated there is an average of 15 arrests per month but many more incidents such as PI, assault and under the influence. Not all offenders are arrested, some are just given a criminal trespass notice where the individual can't be on RTA property.	10/4/2017
10/4/2017 Board	10.	Tom Niskala	In reference to the RFP for the Law Enforcement Services Contract, Mr. Niskala asked if the RFP required the submittal of the certification form, the certification of statement of qualifications and the disclosure of interests certificate. Did it require those forms to be filled out and submitted with this RFP.	Mr. Rendon responded yes.	10/4/2017
10/4/2017 Board	10.	Tom Niskala	In reference to the RFP for the Law Enforcement Services Contract, Mr. Niskala stated he did not see any of those forms in Mr. Cabello's response and asked if Mr. Cabellos' response was still considered as a responsive response.	Mr. Saldana responded the forms were not in the body of the proposal but submitted with the pricing as part of the whole package.	10/4/2017

Board Member Inquiry

Meeting Date	Agenda Item #	Member Name	Inquiry	Response	Response Date
10/4/2017 Board	10.	Dan Leyendecker	In reference to the RFP for the Law Enforcement Services Contract, Mr. Leyendecker asked if any of the references were contacted.	Mr. Rendon responded all of the references were contacted on all four proposals submitted and all came in with good recommendations.	10/4/2017