

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE PORT OF CORPUS CHRISTI AUTHORITY RELATING TO PORT AUTHORITY LAND IN INDUSTRIAL DISTRICTS**

**Whereas**, the City of Corpus Christi is in the process of entering into new Industrial District Agreements with the companies located within the City of Corpus Christi Industrial Districts for the 15-year period beginning January 1, 2025;

**Whereas**, there are several entities which are tenants of the Port of Corpus Christi Authority and are located on Port of Corpus Christi Authority land within Industrial District No. 1;

**Whereas**, the new Industrial District Agreement requires approval of the landowner;

**Whereas**, at its meeting of November 19, 2024, the Port Commission of the Port of Corpus Christi Authority reviewed and approved execution of the following documents: (1) Interlocal Agreement between Port of Corpus Christi and City of Corpus Christi relating to Land owned by Port in Industrial Districts, (2) Petition for Annexation, and (3) Agreement for Provision of Municipal Services for each Port of Corpus Christi Authority tenant who wishes to enter into an Industrial District Agreement with the City of Corpus Christi;

**Now, therefore, be it resolved by the City Council of the City of Corpus Christi, Texas that:**

**Section 1.** The City Manager or Assistant City Manager is authorized to execute the Interlocal Agreement with the Port of Corpus Christi Authority relating to Land owned by Port in Industrial Districts, in substantially the form attached as Exhibit A to this Resolution, with such non-substantive changes therein as approved by City Manager or Assistant City Manager.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Paulette Guajardo, Mayor

\_\_\_\_\_  
Rebecca Huerta, City Secretary

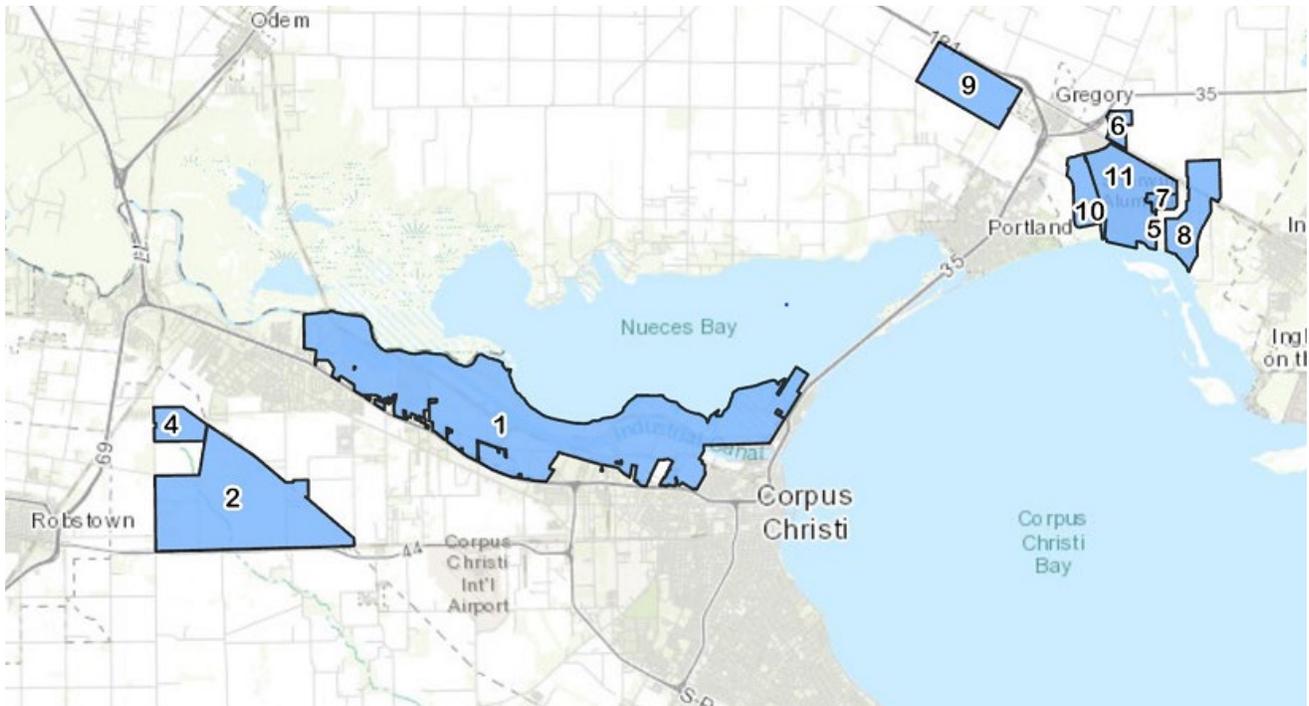
EXHIBIT A

**Interlocal Agreement between Port of Corpus Christi and City of Corpus Christi relating to Land owned by Port in Industrial Districts**

THIS Interlocal Agreement (“*Agreement*”) is made effective as of November \_\_\_\_, 2024, by and between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called “*City*”, and the Port of Corpus Christi Authority of Nueces County, Texas, a political subdivision of the State of Texas, whose boundaries are coextensive with those of Nueces and San Patricio Counties, Texas, hereinafter called “*Port Authority*”.

WHEREAS, the City has adopted reasonable measures to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries in the vicinity thereof; and

WHEREAS, under said policy and the provisions of Texas Local Gov’t Code § 42.044, the City has enacted ordinances indicating its willingness to enter into industrial district agreements with industries located within its extra territorial jurisdiction and designating the specified areas as Corpus Christi Industrial Development Areas (each such area being referred to herein as an “*Industrial District*” and collectively as the “*Industrial Districts*”) in the following locations, as may be amended by ordinance:



WHEREAS, the City desires to encourage the updating, expansion, and growth of industries within the Industrial Districts; and

WHEREAS, the Port Authority owns land within the Industrial Districts (the “*Port Authority’s Industrial District Land*”) that it leases to private companies to be used as an aid or facility incidental to or useful in the operation or development of a Port Authority port or waterway or in aid of navigation-related commerce; and

WHEREAS, when lessees of the Port Authority's Industrial District Land desire to participate in the City's industrial district program, which allows the property to remain within the Industrial Districts, the City and the Port Authority (collectively, the "*parties*") desire to facilitate the participation of such lessees in the City's industrial district program;

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties herein contained, and pursuant to Texas Local Gov't Code § 42.044 and the ordinances of the City, the City and Port Authority hereby agree as follows:

1. The term of this Agreement shall be from the execution of this Agreement until December 31, 2039, unless extended by mutual agreement of Port Authority and City.
2. If the Port Authority is leasing a portion of the Port Authority's Industrial District Land to a lessee who wishes to include the lessee's leased land (the "*Lessee's Leased Land*") in an industrial district agreement with the City, the Port Authority hereby agrees and consents to the inclusion of the Lessee's Leased Land in such industrial district agreement (each such agreement being hereinafter called a "*Port Lessee IDA*").
3. The Port Authority acknowledges and understands that the **Petition for Annexation** and the **Agreement for Provision of Municipal Services**, in forms attached hereto (collectively, the "*Annexation Agreements*"), will be completed and attached to each Port Lessee IDA, and the Port Authority agrees that it will execute each of these Annexation Agreements as the owner of the Lessee's Leased Land. The Port Authority shall also provide the City with a copy of the legal description of the Lessee's Leased Land that is attached to the Port Authority's most current lease agreement for the Lessee's Leased Land.
4. The Port Authority agrees that the City may accept said Petition for Annexation and annex the Lessee's Leased Land if the Port Authority's lessee (1) fails to timely cure a default under the Port Lessee IDA, or (2) a bill is passed by the Texas Legislature (and not vetoed by the Governor) that will, in the sole but reasonable and continuing opinion of the City, result in a prohibition of annexation of all or part of the Lessee's Leased Land. If neither of the aforementioned events occur, then the City will not file the Annexation Agreements during the pendency of the Port Lessee IDA as long as it remains valid.
5. Prior to annexation due to a default resulting from a lessee's failure to make a Payment in Lieu of Taxes (hereinafter called a "*PILOT*") under the Port Lessee IDA, the City will notify the Port Authority and give the Port Authority the opportunity to remedy the default. Nonetheless, the Port Authority will not have any duty to make any payments to the City under any Port Lessee IDA.
6. To the extent permitted by law, if a lessee fails to make a payment to the City required under its Port Lessee IDA, the City shall be entitled to have a lien on the lessee's leasehold estate, but not on the Port Authority's Industrial District Land.
7. It is the intent of the industrial district program that properties that would be liable for City property taxes if located within the City limits are subject to the obligation to make PILOTs. Execution of a Port Lessee IDA shall not obligate a lessee of Port Authority's Industrial District Land to make a PILOT on real property that is exempt from ad valorem taxes. The

Port Authority and the City will work together cooperatively to identify leases of Port Authority's Industrial District Land that are not subject to a Port Lessee IDA.

8. This interlocal agreement shall not be considered an industrial district agreement and is authorized pursuant to Texas Government Code 791 as an Interlocal Cooperation Act rather than Texas Local Gov't Code § 42.044.

EXECUTED in duplicate originals effective as of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Kent A. Britton, Chief Executive Officer

**City of Corpus Christi**

**Attest:**

\_\_\_\_\_  
Peter Zaroni, City Manager

\_\_\_\_\_  
Rebecca Huerta, City Secretary

**Petition for Annexation**

To: The City Council of The City of Corpus Christi, Texas:

The undersigned Landowner of the hereinafter described tract of land, which is without residents, requests the City Council of the City of Corpus Christi, Texas, to extend the present city limits of the City of Corpus Christi, Texas, to include as part of the City of Corpus Christi, Texas, the territory described in **Exhibit A** of the Industrial District Agreement to which this document is attached (this territory being referred to herein as the "**Land**"), and this description of the Land is considered incorporated herein.

The undersigned Landowner hereby certifies that to the best of its knowledge this Land is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Texas Tax Code, Chapter 23, Subchapters C or D, as they may be amended or as timber land under Subchapter E of that chapter as it may be amended.

Attached hereto is the **Agreement for Provision of Municipal Services**, fully executed by the undersigned Landowner. The undersigned Landowner hereby certifies that it is the sole owner of the surface estate of the Land.

**LANDOWNER**

Port of Corpus Christi Authority  
By: \_\_\_\_\_  
Name: Kent A. Britton  
Title: Chief Executive Officer  
Port of Corpus Christi Port Authority  
of Nueces County, Texas

**LANDOWNER ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2024, by Kent A. Britton, as the Chief Executive Officer of Port of Corpus Christi Port Authority of Nueces County, Texas, a political subdivision of the State of Texas, on behalf of said entity.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 2024

\_\_\_\_\_  
(seal)  
Notary Public

## Agreement for Provision of Municipal Services

This **Agreement for Provision of Municipal Services** (“*Service Agreement*”) pursuant to Texas Local Government Code §43.0672, as amended is entered into by and between the City of Corpus Christi (“*CITY*” or “*City*”), and the Port of Corpus Christi Authority of Nueces County, Texas (“*Landowner*”). The *CITY* and *Landowner* are sometimes collectively referred to herein as the “*Parties*.”

**WHEREAS**, the *Landowner* has requested that the *City* consider annexation of the territory in \_\_\_\_\_ County, Texas, that is described in **Exhibit A** of the Industrial District Agreement to which this *Service Agreement* is attached, which is hereinafter called the “*Land*”; and

**WHEREAS**, the *CITY* intends to institute annexation proceedings for the *Land*, and Texas Local Government Code § 43.0672 requires a written agreement for the provision of services in the area first be entered into between the *City* and *Landowner* of the *Land* prior to annexation;

**WHEREAS**, the *City Council* of the *City of Corpus Christi, Texas*, finds and determines that:

- this *Agreement* will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process, and
- this *Agreement for Provision of Municipal Services* will provide the *Land* with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area; and
- all statutory requirements for annexation have been satisfied and the *CITY* is authorized by Texas Local Government Code Chapter 43 to annex the *Land* into the *CITY*.

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

**Section 1. Recitals.** The *Parties* hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the *Parties* and made a part hereof for all purposes.

**Section 2. Services to be Provided.** The following service list represents the provision of services agreed to between the *Landowner* and the *City* establishing a program under which the *City* will provide municipal services to the *Land* as required by Texas Local Government Code §43.0672, which will be provided at a level consistent with services levels provided to other similarly situated areas within the *City*.

- **Police Protection:** The *Corpus Christi Police Department* will provide police protection at the same level of service now being provided to other areas of the *City of Corpus Christi, Texas*, with similar topography, land use, and population density.
- **Fire Protection:** Except as varied pursuant to the **Standard Industrial District Annexation 380 Agreement (if applicable)** attached to the *Industrial District Agreement* to which this document is attached, the *Corpus Christi Fire Department* will provide fire protection and suppression at the same level of service now being provided to other areas of the *City of Corpus Christi, Texas*, with similar topography, land use, and population density.
- **Emergency Medical Service:** The *Corpus Christi Fire Department* will provide emergency medical services at the same level of service now being provided to other areas of the *City of Corpus Christi, Texas*, with similar topography, land use, and population density.

- **Solid Waste Collection:** Solid waste collection and services will be provided at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density.
- **Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:** Water and wastewater service will continue to be provided in accordance with the Corpus Christi Code of Ordinances, Corpus Christi Unified Development Code, Utility Department Policies, and engineering standards at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density, provided the service is not currently served by another utility through existing facilities located within or adjacent to the area. Water or wastewater facilities owned or maintained by the CITY at the time of the proposed annexation shall continue to be maintained by the CITY. Water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended. On-site sewage facilities will be allowed contingent upon the property owner or lessee of the Land meeting all city, county, state and federal requirements.
- **Operation and Maintenance of Roads and Streets, including Street Lighting:** Except as varied pursuant to the **Standard Industrial District Annexation 380 Agreement** (if applicable) attached to the Industrial District Agreement to which this document is attached, the City will maintain public streets, including road and street lighting, within the annexed area at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density. Any and all lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Corpus Christi, Texas, pursuant to the rules, regulations, and fees of the utility.
- **Operation and Maintenance of Parks, Playgrounds and Swimming Pools:** Currently, there are no public recreational facilities in the annexation area, including parks, playgrounds, or swimming pools.
- **Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service:** Currently, no other publicly owned facilities, buildings, or services are identified in the annexation area. If the City acquires any such facilities, buildings, or services within the annexation area, an appropriate City department will provide maintenance services.

**Section 3. Schedule of Services.** In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Agreement and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable since all services identified herein will be provided upon the effective date of annexation.

**Section 4. Level of Service.** Nothing in this Service Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**Section 5. Term.** The term of this Service Agreement is **10 years** from the date the annexation is effective.

**Section 6. Vested Rights Claims.** This Service Agreement is not a permit for the purposes of Texas Local Government Code Chapter 245.

**Section 7. Legal Construction.** No subsequent change in the law regarding annexation shall affect the enforceability of this Service Agreement. If any provision in this Service Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceable provision will not affect any other provision hereof, and this Service Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

**Section 8. Venue and Applicable Law.** Sole venue for this Service Agreement shall be in Nueces County, Texas. This Service Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 9. Authority.** This Service Agreement binds and inures to the benefit of the CITY, the Landowner, and their successors and assigns. Each party further warrants that each signatory to this Service Agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

EXECUTED, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF CORPUS CHRISTI**

**ATTEST:**

\_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
City Secretary

**LEGAL FORM APPROVED**

\_\_\_\_\_  
Assistant City Attorney for City Attorney

**CITY OF CORPUS CHRISTI ACKNOWLEDGMENT**  
**THE STATE OF TEXAS §**  
**COUNTY OF NUECES §**

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, Assistant City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public (seal)

**LANDOWNER**

Port of Corpus Christi Authority

By: \_\_\_\_\_  
Name: Kent A. Britton  
Title: Chief Executive Officer  
Port of Corpus Christi Port Authority  
of Nueces County, Texas

**LANDOWNER ACKNOWLEDGMENT**

**THE STATE OF TEXAS §  
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This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2024, by Kent A. Britton, as the Chief Executive Officer of Port of Corpus Christi Port Authority of Nueces County, Texas, a political subdivision of the State of Texas, on behalf of said entity.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 2024

\_\_\_\_\_  
Notary Public (seal)