

2011 PIER LEASE,
AMENDING, EXTENDING, RENEWING, AND SUPERSEDING,
1995 AND 2005 PIER LEASES
BETWEEN THE CITY OF CORPUS CHRISTI
AND
PADRE ISLAND YACHT CLUB

STATE OF TEXAS §
 §
COUNTY OF NUECES §

WHEREAS, the City of Corpus Christi, a Texas home-rule municipal corporation, ("City") owns certain submerged and upland real estate adjacent to the Padre Island Wastewater Treatment Plant ("Whitecap Plant");

WHEREAS, the Padre Island Yacht Club, a Texas nonprofit corporation, ("Club") desires to lease certain property from City and to construct certain piers;

WHEREAS, Club recognizes that the Whitecap Wastewater Treatment Plant treats wastewater and that there are certain unavoidable odors associated with treating wastewater; and

WHEREAS, City has no responsibility to Club for air freshness.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this lease, City, acting by its duly authorized City Manager, or designee, ("City Manager") and Club agree as follows:

1. Premises. City leases to Club a 40 foot wide by 795 foot long portion of submerged land adjacent to the Whitecap Plant, as described by metes and bounds on the attached and incorporated Exhibit A. Further, City leases to Club an adjacent strip of upland 100 feet wide by 795 long, as shown on Exhibit A, for a total leased area of 2.55 acres, collectively called "premises."

2. Term:

a. The original term of the 1995 lease was ten (10) years. The term of the 2005 lease was also for ten (10) years, commencing on July 11, 2005. The term of this lease shall be to extend the lease term to July 11, 2025 ("lease termination date").

b. The Club has the option, with the approval of the City Council to renew this lease for an additional ten (10) year term after the July 11, 2025 lease termination date ("renewal option").

c. At least two (2) years prior to the lease termination date of July 11, 2025, the Club shall give the City Manager written notice of whether the Club intends to exercise the renewal option. Within sixty (60) days after the written notification, the City Council will

advise the Club whether they approve the renewal. The approval may not be unreasonably withheld.

3. Rental Payments.

- a. Club agrees to pay ten percent (10%) of all gross income or \$2000 annually, whichever is greater, from reoccurring monthly assessments and slip rentals, in advance on or before the tenth (10th) of each month.
- b. Club shall keep records of the monthly dues and slip rent received. Club records of monthly dues and rent received must be open to City Manager's designated representative during Club's business hours. These records must be retained for five (5) years after expiration or other termination of this lease.

4. Improvements.

- a. Improvements have been constructed by the Club upon the leased premises, including but not limited to, a clubhouse and boat slips, the improvements having been appropriately approved.
- b. All the facilities, including but not limited to piers, support structures, slips, buildings, clubhouse, parking, fencing, lighting, landscaping, and any other improvements, are collectively called the "Improvements."
- c. No future Improvement may be installed unless the improvement and related plans and specifications have been approved in advance by City Engineer. Each improvement must be inspected during and after construction or installation.
- d. Club shall obtain all necessary permits and comply with all federal, state, and local laws and regulations with respect to construction of and repairs to the pier and improvements. Any application to the Corps of Engineers ("Corps"), whether made in the name of City or Club, must shall be submitted to City Engineer for its approval before submission to the Corps, which approval will not be unreasonably withheld, and all related expenses must be paid for by Club.
- e. The design of all future improvements must conform to City's Building Code, any and all limitations in this lease, and must have prior written approval by the Padre Isles Property Owners Association Architectural Review Committee. Before start of construction on future improvements Club shall submit plans and specifications to the City Engineer ("City Engineer") for the City Engineer's written approval or provide written exceptions to the plans and specification, which exceptions must be considered and the plans and specifications resubmitted until written approval is obtained from City Engineer.
- f. Once Club has obtained City Engineer's written approval of the plans and specifications for any future improvements, Club may either construct the Improvements with the labor and materials being supplied by Club members, or volunteers, or must bid out construction and materials. If any construction work is to be performed by or

materials to be supplied by other than Club members or volunteers, Club must receive bids from a minimum of three bidders before start of construction. Not all bidders may be members of Club. City Engineer must approve the successful bidder before start of construction. All successful bidders must provide proof of insurance that meets City's requirements for similarly priced construction projects. City must be named as Additional Insured.

g. A boat pump out facility has been constructed upon the premises, the boat pump out facility is deemed to be an improvements, and all necessary approvals and permits for the boat pump out facility having been received. The Club shall exercise reasonable normal care and maintenance of the boat pump out facility. Provided that the has reasonable access at all times to the boat pump out facility.

h. Improvements, such as the lighting, that cause complaints from adjacent or nearby property owners must be altered or removed reasonably to remedy the complaint and provide the improvement that Club desired, at Club's expense.

5. Maintenance.

a. Club shall perform all maintenance of the premises including replacement of pilings, piers, pier superstructures, catwalks, catwalk superstructures, litter pickup and removal, mowing, weeding, fence and lighting repair, parking lot repair, repair of the boat pump out facility, and all other maintenance and Improvement maintenance that City Manager may require, to City Manager's satisfaction, at a level no less than the standard of maintenance by City. All other Improvements must be maintained at the same level of maintenance as the Whitecap Wastewater Treatment Plant buildings and grounds.

b. Club shall repair all damages to the premises and improvements caused by its members or guests.

6. Renovation.

a. Club shall perform normal renovations of the improvements, including replacement of pilings, piers, pier superstructures, catwalks, and catwalk superstructures, to City Manager's reasonable satisfaction, at a level no less than the standard of original construction, reasonable wear and tear excepted.

b. Before undertaking any renovation, Club shall submit plans and specifications to City Engineer, who must provide written approval of the plans and specifications or provide written exceptions to the plans and specifications. The exceptions must be considered and the plans and specifications must be resubmitted until written approval is obtained from City Engineer. The City Engineer's approval may not to be unreasonably withheld.

7. Utilities. Club is responsible for extension of all utility services, including meters, hook up, and payment of all service charges and monthly charges for utilities.

8. Control and Use. Club shall control the use and charges for the premises. However, as part of the consideration for this lease, Club shall provide, free of charge, one slip for

berth of a search and rescue vessel. The search and rescue vessel need not be provided by Club, but by some governmental agency. All other slips must be used for berthing of individual pleasure craft belonging to or in the custody of Club members or guests. No live-aboards will be permitted on the Premises.

9. Reverter. Upon expiration of this lease, all rights and possession of the premises, and any improvements to the premises revert to City.

10. Right to Enter. During this lease, City personnel have the right to enter the premises at all reasonable times for the purposes of inspection, fire, police, and other safety actions, and the enforcement of this lease, or if access is needed for operations at the Whitecap Plant. If City needs access across the premises, Club shall permit the access up to and including removal or relocation of club Improvements.

11. Indemnity. *In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to fully indemnify, save and hold harmless the City, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance under this Lease; (2) Lessee's use of the Premises and any and all activities associated with the Lessee's use of the Premises under this Lease; (3) the violation by Lessee, its officers, employees, agents, or representatives or by Indemnitees, or any of them, of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee, its officers, employees, agents, or representatives or of Indemnitees, or any of them, pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.*

Lessee covenants and agrees that, if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

12. Insurance.

- a. Lessee shall secure and maintain at Lessee's expense, during the term of this Lease, insurance of the type and with the amount of coverage shown on the attached Exhibit B, which is incorporated in this Lease by reference. Lessee shall use an insurance company or companies acceptable to the Risk Manager. Failure to maintain the insurance during the term of this Lease, at the limits and requirements shown on Exhibit B, constitutes grounds for termination of this Lease.
- b. The Certificate of Insurance with applicable policy endorsements must be sent to the Risk Manager prior to occupancy of and operations at the Premises. The Certificate of Insurance and applicable endorsements must provide that the City will have thirty (30) days advance written notice of cancellation, intent to not renew, material change, or termination of any coverage required in this Lease.
- c. Lessee shall provide, during the term of this Lease, copies of all insurance policies to the Risk Manager upon written request by the City Manager.
- d. The Risk Manager retains the right to annually review the amount and types of insurance maintained by Lessee, to require increased coverage limits, if necessary in the interest of public health, safety, or welfare, and to decrease coverage, if so warranted. In the event of any necessary increase, Lessee must receive thirty (30) days written notice prior to the effective date of the requirement to obtain increased coverage.
- e. In the event alcoholic beverages are to be served on or in any Premises covered by this Lease, the Lessee shall additionally obtain or cause to be obtained alcoholic beverage liability insurance in the amount of one million dollars (\$1,000,000.00) covering the event or time period when alcoholic beverages are to be served.
- f. Lessee shall, prior to any addition or alteration to, in, on, or about the Premises, obtain prior clearance, in writing, from the Risk Manager that the proposed addition or alteration will not necessitate a change or modification in the existing insurance coverage maintained by Lessee. This clearance is in addition to the prior consent required by Section 18(a) of this lease.

13. **Nonassignability.** Club may not assign, mortgage, pledge, or transfer this lease, or any interest in this lease, without the prior written consent of the City Council, except as set out in this lease.

14. **No Debts.** Lessee may not incur any debts or obligations on the credit of the City during the term of this Lease[, and including during any Holdover Period that may occur].

15. **No Liens.** Lessee agrees not to permit any mechanic's lien, materialman's lien, personal property tax lien, or any other lien to become attached to the Leased Premises, or any part or parcel of the Leased Premises, or the improvements on the Leased Premises, by reason of any work or labor performed any mechanic, materials furnished by any materialman, or for any other reason.

16. **Drug Policy.** Lessee must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy.

17. **Violence Policy.** Lessee must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy.

18. **Termination.** Except as otherwise provided in this lease, City may terminate this lease on ninety (90) days notice whenever Club fails materially to comply with the provisions and covenants in this lease, and thereafter fails or refuses materially to comply within a reasonable time, stated in writing, after receiving written detailed notice of the violation, recommended cure, and reasonable period to cure.

19. **Enforcement Costs.** In the event any legal action or proceeding is under taken by the City to repossess the premises, collect the lease payment(s) due under this lease, collect for any damages to the premises, or to in any other way enforce the provisions of this lease, Club agrees to pay all court costs and expenses and the sum as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in the action or proceeding, or in the event of an appeal as allowed by an appellate court, if a judgment is rendered in favor of the City.

20. **No Pollution.** Club shall ensure that no pollutant, effluent, liquid or solid waste material, litter, or trash from the premises is allowed to spill or collect in the water in the vicinity of the premises, on the premises, or on the Whitecap Boulevard peninsula adjacent to the club. It shall be Club's duty regularly to inspect for and remove accumulated waste material from the premises, the Whitecap Boulevard peninsula adjacent to the club, and the water areas adjacent to the Club's facilities, and properly dispose of the waste material in conformance with regulatory requirements.

21. **Compliance with Laws.** Club shall comply with all federal, state, and local laws, ordinances, rules, and/or regulations, as amended, including, without limitation, City's Fire Code, City's Technical Construction Codes, FEMA Regulations, Americans with Disabilities Act, Texas Commission on Environmental Quality rules and regulations, and the Coast Guard rules and regulations.

22. Taxes, Fees. Club shall pay all taxes that its use of the premises cause to be assessed against the premises or Improvements. Club shall pay all sales taxes and related taxes and fees incident to operation of the club on the premises or improvements.

23. Sanitary Sewer.

a. Club's operation of sanitary sewer facilities, both at the clubhouse and the boat pump out facility, if any, must be in accordance with City's Code of Ordinances, Chapters 13 and 14, including, but not limited to, Building and Housing Standards Code, Technical Construction Codes, and Flood Hazard Prevention Code, and Chapter 55, Article XI, Commercial and Industrial Waste Disposal and Pretreatment, and "Greasetrap Ordinance," as same may be amended.

b. It is intended that Club's presence at the premises may not in any manner affect City's required wastewater sampling at the adjacent Whitecap Wastewater Treatment Plant. Club may not dump, nor allow anyone visiting the Premises to dump any effluent or wastewater of any type into the water. All effluent or wastewater must be properly disposed of through Club's wastewater hookup or boat pump out facility.

24. Fencing. Club, at its expense, shall fence the premises from the street right-of-way and the treatment plant property so that no one can access the premises from the street or right-of-way property. The gate to the premises must be kept locked at all times club is not open.

25. Hours of Operation. Club may operate the premises from 6:00 a.m. to 12 midnight, 365 days a year. If nearby property owners complain about noise or nuisance and the complaints go unresolved, Wastewater Director has the authority to shorten the hours of operation.

26. Landscaping/screening. Landscaping for buffer must be required on the premises. A plan may be presented to Wastewater Director for approval, or Wastewater Director may present a landscaping plan to Club and approve a timetable for implementation.

27. Erosion. If, in the opinion of City Engineer or Wastewater Director, excessive erosion occurs along the shoreline of the premises as the result of Club's usage of the premises, Club shall repair and correct the erosion and do any other repairs needed to prevent the erosion from recurring.

28. Notices and Addresses.

a. All notices, demands, requests or replies provided for or permitted by this lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by prepaid telegram, or (4) by deposit with an overnight express delivery service at:

If to City:

City of Corpus Christi
Attention: Director of Wastewater Operations
P.O. Box 9277
Corpus Christi, Texas 78469-9277

If to Club:

Padre Island Yacht Club
Attention: Commodore
14300 S.P.I.D.
Corpus Christi, Texas 78418

b. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective one (1) business day after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier.

29. Modifications. No changes or modifications to this lease may be made, nor any provision waived, unless in writing signed by a person authorized to sign agreements on behalf of each party.

30. Hurricane Preparedness. In the event the area is threatened by a hurricane or some other emergency situation, Club shall comply with all reasonable orders of the Marina Superintendent or authorized representative under the Hurricane Preparedness Plan for the improvements, a copy of which is attached and incorporated as Exhibit C. A current copy of the Hurricane Preparedness Plan must be kept on file with the City Secretary's copy of this lease. Any time this plan is revised, the newest revision becomes the attached and incorporated Exhibit C.

31. Non-discrimination. Club, and all its members and guests, are responsible for the fair and just treatment of their respective employees, members, prospective members, and guests. Club warrants that it is, and will continue to be, an equal opportunity employer and covenants that no employee, member, prospective member, or guest will be discriminated against because of race, creed, color, disability or national origin. This non discrimination clause must be posted on the Premises and must set out the Wastewater Director's address and phone number. Violation of this provision by Club or any member or guest is cause for immediate termination of this lease by City.

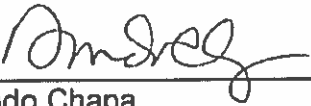
32. Interpretation. This lease must be interpreted under the Texas laws that govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this lease was entered into and will be performed.

33. Headings for Convenience. The headings contained in this lease are for convenience and reference only, and are not intended to define or limit the scope of any provision.


34. Entirety Clause. This lease and the exhibits incorporated and attached to this lease constitute the entire agreement between City and Club for the use granted. All other agreements, promises, and representations with respect to the use of the premises, unless contained in this lease, are expressly revoked, as it is the intention of the parties to provide for a complete understanding within the provisions of this document, and the exhibits incorporated and attached to this lease. The unenforceability, invalidity, or illegality of any provision of this lease may not render the other provisions unenforceable, invalid, or illegal.

ATTEST:

THE CITY OF CORPUS CHRISTI



Armando Chapa
City Secretary




Ronald L. Olson
City Manager

APPROVED: July 8th, 2011



R. Jay Rejning
First Assistant City Attorney
For City Attorney

Ord. 029170 AUTHORIZED
BY COUNCIL 08/23/11

AC
SECRETARY 

PADRE ISLAND YACHT CLUB

By: *John A. White, Sr.*
John A. White, Sr.
Director

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 25th day of August, 2011, by Ronald L. Olson, City Manager of Corpus Christi, Texas, a Texas home-rule municipal corporation, on behalf of the corporation.

Esther Velazquez
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF NUECES §

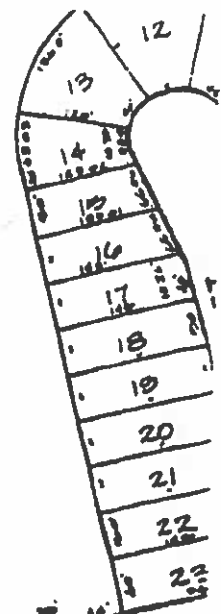
This instrument was acknowledged before me on the 8th day of July, 2011, by John A. White, Sr., Director, of Padre Island Yacht Club, a Texas nonprofit corporation, on behalf of the corporation.

Hermisenda Recio
Notary Public, State of Texas



LAGUNA MADRE & INTRACC

PADRE ISLAND



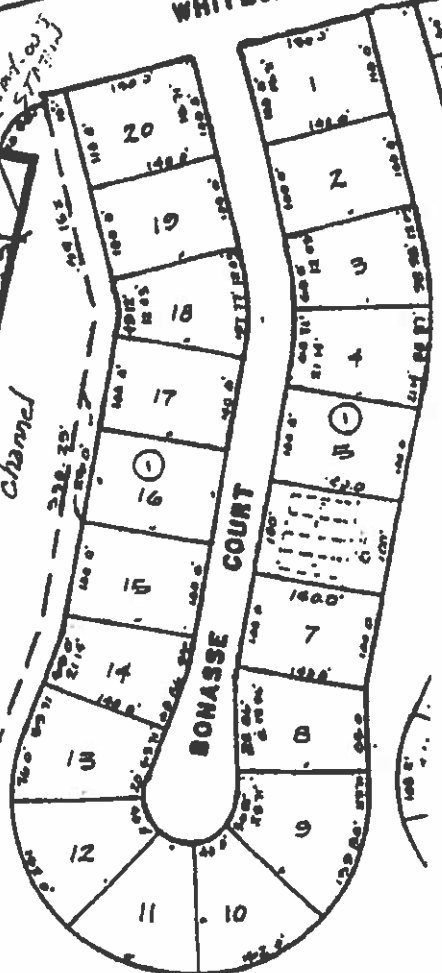
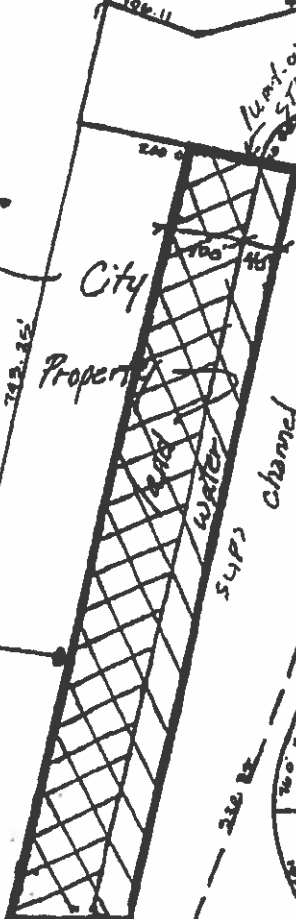
WHITECAP BOULEVARD

CONVEYED TO CITY OF C.C.
 IN EXCHANGE FOR OBEU
 DOC# 849791
 N.C.D.R.

Lot 2

Whitecap
Waste water
Treatment
Plant

SUBJECT PROPERTY



BONASSE COURT

City
Property

channel

shoreline

CITY LIMIT LINE

PADRE ISLAND -- CORPUS CHRIS

EXHIBIT A

INSURANCE REQUIREMENTS

I. PADRE ISLAND YACHT CLUB'S LIABILITY INSURANCE

- A. Padre Island Yacht Club must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Padre Island Yacht Club must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Padre Island Yacht Club must furnish to the City's Risk Manager or designee, two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General Liability policy and a waiver of subrogation in favor of the City is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation is required on all certificates of insurance with applicable policy endorsements	Bodily Injury and Property Damage Per occurrence / aggregate limit
Ocean Marine Coverage 1. Marina Owners/Operators Liability coverage 2. Premises Liability -- Broad Form General Liability 3. Products/ Completed Operations 4. Contractual Liability 5. Personal Injury & Advertising Injury 6. Fire Legal Liability	\$1,000,000 per occurrence form \$250,000 Damage to Premises rented to you \$5,000 Medical Payments
Commercial Property	Padre Island Yacht Club is responsible for their own insurable interests in their property
Liquor Liability -- when liquor being served or consumed	\$1,000,000
Inland Marine / Builders Risk	If applicable In amount of value of the improvements
Business Auto Liability to include Hired and Non-owned Auto Liability	\$1,000,000
Workers Compensation and/ or USL&H Employers Liability	Applicable for paid employees Which complies with the Texas Workers Compensation Act and Section II of this exhibit \$500,000 / \$500,000/ \$500,000

- C. In the event of accidents of any kind, Padre Island Yacht Club must furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. If applicable, as stated in Section I-B, Table, Padre Island Yacht Club must obtain the applicable workers' compensation coverage or maritime exposure protection for its employees through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Padre Island Yacht Club will be promptly met.
- B. Padre Island Yacht Club's financial integrity is of interest to the City; therefore, subject to Padre Island Yacht Club's right to maintain reasonable deductibles in such amounts as are approved by the City, Padre Island Yacht Club shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Padre Island Yacht Club's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Padre Island Yacht Club shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Padre Island Yacht Club shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. **Padre Island Yacht Club agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, on the Ocean Marine Coverage and Business Auto Liability coverage.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Padre Island Yacht Club shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Padre Island Yacht Club's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Padre Island Yacht Club's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Padre Island Yacht Club to stop work hereunder, and/or withhold any payment(s) which become due to Padre Island Yacht Club hereunder until Padre Island Yacht Club demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Padre Island Yacht Club may be held responsible for payments of damages to persons or property resulting from Padre Island Yacht Club's or its subcontractors' performance of the work covered under this agreement.
- H. It is agreed that Padre Island Yacht Club's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

NOTE: The limits and types of coverages are subject to adjustment if upon review of agreement, it is determined that the activity under this agreement requires increased levels and types of coverages.

**PADRE ISLAND YACHT CLUB
2011 HURRICANE/EMERGENCY ACTION PLAN**

This Hurricane/Emergency Action Plan (hereafter Plan) for the Padre Island Yacht Club (hereafter PIYC) property and facilities has been developed with the coordination and approval of the Emergency Management Office, Marina and Police Departments of the City of Corpus Christi. It is current for the 2011 hurricane season and thereafter until replaced, rescinded or amended. This Plan will be reviewed by the Marina Superintendent and PIYC's General Manager on an annual basis prior to June 1st and any updates, corrections and/or revisions will be forwarded to the Emergency Management Office by that date.

PIYC CONTACT LIST – 949-2248

Chuck Hoffman, Commodore, 13913 Skysail, 78418;
Res.: 949-3112 or 949-7551; Cell: (361) 318-5063

Adra Campbell, Vice Commodore, 13606 Moro Lane, 78418;
Res.: 949-4602; Cell: (361) 537-2355

Augie Wagner, Dockmaster; 15410 Fortuna Bay Drive #303, 78418;
Res.: 949-3253; Cell: (949) 374-1999

CORPUS CHRISTI MARINA KEY PERSONNEL - Ofc.: 826-3980

Peter M. Davidson, Marina Superintendent
Rene Garza, Marina Maintenance Technician

GOVERNMENT OFFICES

Police Department	886-2600	National Weather Service	
Fire Department	826-3900	Recorded Forecast	289-1861
Emergency Operating Center	826-1100	Office	289-0959
Emergency Management Office ...	826-1100	Parks & Recreation Office ..	826-3461

GENERAL PROVISIONS

1. The order to implement the Plan may be issued by the Mayor, City Manager, Emergency Management Coordinator or Marina Superintendent.
2. It shall be the sole responsibility of PIYC's Owners/Operators to secure or remove from the premises all equipment, furniture, materials, supplies and portable units stored outside or on the property and to secure the facility.
3. It shall be the sole responsibility of PIYC to insure no pollutants enter the waters of the adjacent waters from any operation owned/operated by PIYC i.e., grease traps, garbage, materials, etc.

4. All owners/operators, managers, employees will be required to evacuate the PIYC when conditions threaten human safety as determined by the Police Chief or Marina Superintendent. PIYC will secure the area and insure all persons are off the PIYC premises.

INCREASED READINESS ACTIONS FOR VARIOUS CONDITIONS

This Plan is framed around four "conditions" which represent varying degrees of threatened emergencies and is based on the action to be taken as these conditions are known to develop through information received from the National Weather Service or any other sources. These conditions are as follows:

CONDITION NUMBER 4 (GREEN) - Beginning of Disaster Vulnerability Season - This condition will be used by emergency services personnel to refer to a situation which causes a higher degree of disaster possibility than is normally present. This condition will automatically go into effect upon such occurrences as the beginning of the Hurricane Season (June 1st each year, remaining in effect through November 30th each year); or other general conditions; such as fire threat, due to severe drought.

CITY ACTION: The City will initiate general increased readiness activities, submit all updated Plans and utilize the media and other sources to recommend various protective actions to the public.

PIYC'S ACTION: PIYC's Executive Board will review the Plan and provide updated information for the Plan to the Marina Superintendent no later than June 1st. PIYC's Executive Board will prepare a contingency plan for (1) having grease traps vacuumed; (2) securing/removing objects from outside the building; and (3) otherwise securing the premises.

CONDITION NUMBER 3 (YELLOW) - Situations Exist that Could Develop Into Hazardous Condition - This condition will be declared by the City Manager or Emergency Management Coordinator to identify a situation which presents a greater potential threat than "CONDITION 4" but no immediate threat to life or property. This condition might be generated by such events as a hurricane watch, tornado watch, severe thunderstorm watch, or presence of hazardous material in transit through the city by rail, truck, or other means.

One such situation when Condition 3 will be declared is when the course of a hurricane has been established and the National Weather Service predicts a likely landfall within thirty-six hours and/or within one hundred miles of the City of Corpus Christi.

CITY ACTION: The Marina Superintendent or his designee will:

- advise PIYC of any changes in Condition as advisories or declarations are received.
- complete hurricane preparations as required for Condition 3.

PIYC'S ACTION:

- cease all normal operations of the PIYC and begin securing the facility.
- make arrangements for the removal of any and all equipment, including dumpsters.
- make arrangements to have all grease traps vacuumed.
- make arrangements for removal of all refrigerated foods from the premises.

CONDITION NUMBER 2 (ORANGE) - Situations Exist That Have Definite Characteristic of Developing Into A Hazardous Condition - This condition will be declared by the City Manager or Emergency Management Coordinator to identify a hazardous situation which has a significant potential and probability of causing loss of life and/or damage to property. CONDITION 2 will usually require some degree of warning the public of a potential disaster.

This condition might be generated by such events as a hurricane warning, tornado warning, severe thunderstorm warning, or any other notification of the existence of a direct threat such as a toxic material spill, major fire, growing civil disturbance, etc.

One such situation when this condition will be declared is when the National Weather Service indicates the possibility of a hurricane landfall within twenty-four hours or close enough to cause damaging winds or rising tides in the City of Corpus Christi.

CITY ACTION:

- complete any remaining hurricane preparations and begin evacuating all persons from the Marina Complex.

PIYC'S ACTION:

- complete any remaining hurricane preparations
- evacuate all persons from the premises.
- secure the PIYC gate.

CONDITION NUMBER 1 (RED) - Hazardous Conditions Are Imminent - This condition will be used to signify occurrence of a major emergency IS imminent. Events such as a hurricane strike, landfall predicted in 12 hours or less, tornado strike, large explosion, widespread civil disturbance, damaging tides, or other similar events will constitute a "Condition One" declaration.

CITY ACTION:

- ensure that all hurricane preparations throughout the Marina Complex have been completed and all persons have evacuated the Marina Complex.

PIYC'S ACTION:

- PIYC will have completed all preparations and will have evacuated all persons from the premises prior to this Condition.

HURRICANE PASSED: Marina staff will report to duty, as directed by the City's Bad Weather Policy, for damage assessment and appraisal, facility clean up and repair, launching operations, security, etc. Access to the Marina Complex will be restricted to persons presenting evidence of tenancy issued by the Corpus Christi Municipal Marina (i.e. a copy of the lease document or a Marina Emergency Pass).

APPROVED on the dates written.

Padre Island Yacht Club

By: *C R Hoffman* Date: 5/23/11

City of Corpus Christi, Marina Department

By: *R D Davis* Date: 6/6/2011

City of Corpus Christi, Police Department

By: _____ Date: _____

City of Corpus Christi, Emergency Management Office

By: _____ Date: _____