

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Distribution Main Extension Construction and Reimbursement Agreement (“Agreement”) is entered into between the City of Corpus Christi (“City”), a Texas home-rule municipality, and The John G. and Marie Stella Kenedy Memorial Foundation (“Developer”), a Texas non-profit corporation acting by and through its Chief Executive Officer.

WHEREAS, the Developer/Owner, in compliance with the City’s Unified Development Code (“UDC”), has a plat, approved by the Planning Commission on September 12, 2012, to develop a tract of land, to wit: approximately 2.035 acres known as Kenedy Subdivision, Block 1, Lot 1 located south of Yorktown Boulevard on the east of Boston Drive, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension (“Distribution Main Extension”);

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner’s costs for the construction of the Distribution Main Extension;

WHEREAS, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City’s applicable Master Plan;

WHEREAS, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Distribution Main Trust Fund for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Distribution Main Extension in compliance with the City’s UDC and under the plans and specifications approved by the City’s Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

a. Developer/Owner shall contract with a professional engineer, acceptable to the City’s Development Services Engineer, to prepare plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following basic design:

1. Install one (1) Lump Sum Mobilization/Demobilization;
2. Install 364 linear feet of 8-inch PVC waterline pipe;
3. Install 37 linear feet of sediment control fencing;
4. Install 70 square yards of sodding after waterline installation;
5. Install one (1) fire hydrant assembly;
6. Install two (2) waterline tie-ins;
7. Install 80 linear feet of boring under Boston Drive.

b. The Distribution Main Extension must begin at southwest corner of The Lakes Unit 6, Lot 2, Block 1 and extend 364 linear feet to the southeast corner of Kenedy Subdivision Lot 1, Block 1 to proposed fire hydrant.

c. The plans and specifications must comply with the City's Water Distribution Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS. Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Distribution Main Extension.

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by **August 26, 2015**.

6. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

8. DEFAULT. The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before **August 26, 2015**.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

9. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
 - 3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City

under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

10. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

The John G. and Marie Stella Kenedy Memorial Foundation
attn: Marc A. Cisneros, CEO
555 N. Carancahua, Suite 1700-Tower II
Corpus Christi, Texas 78478

2. If to the City:

City of Corpus Christi
Attn: Director, Development Services Department
2406 Leopard Street 78401
P. O. Box 9277
Corpus Christi, Texas 78469-9277

with a copy to:

City of Corpus Christi
Attn: Assistant City Manager, Business Support Services
1201 Leopard Street 78401
P. O. Box 9277

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

12. THIRD PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Distribution Main Extension, contracts for testing services, and contracts with the contractor for the construction of the Distribution Main Extension must provide that the City is a third party beneficiary of each contract.

13. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bonds must comply with Texas Government Code, Chapter 2253.

14. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction of the Distribution Main Extension for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services and Development Services Engineer.

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Distribution Main Trust Fund and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$21,331.74** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30 days from the date of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

d. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

16. **INDEMNIFICATION.** DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY; OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE DISTRIBUTION MAIN EXTENSION.

17. **COVENANT RUNNING WITH THE LAND.** This Agreement is a covenant running with the land, to wit: approximately 2.035 acres known as Kenedy Subdivision, Block 1, Lot 1, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

18. **ASSIGNMENT OF AGREEMENT.** This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. **DISCLOSURE OF INTEREST.** Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

20. **EFFECTIVE DATE.** This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. **AUTHORITY.** The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Gustavo Gonzalez
Assistant City Manager, designee
of the City Manager

APPROVED AS TO FORM: _____, 2014

Julian Grant, Senior Assistant City Attorney
For the City Attorney

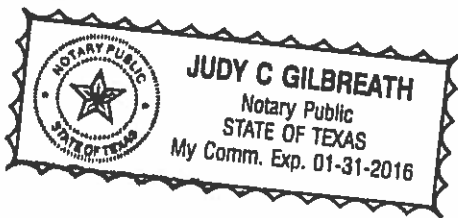
The John G. and Marie Stella Kenedy
Memorial Foundation

By: Marc Cisneros
Marc A. Cisneros
CEO

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on 4 August, 2014, by Marc A. Cisneros, CEO, The John G. and Marie Stella Kenedy Memorial Foundation, a Texas non-profit corporation, on behalf of said corporation.

Judy C Gilbreath
Notary Public's Signature

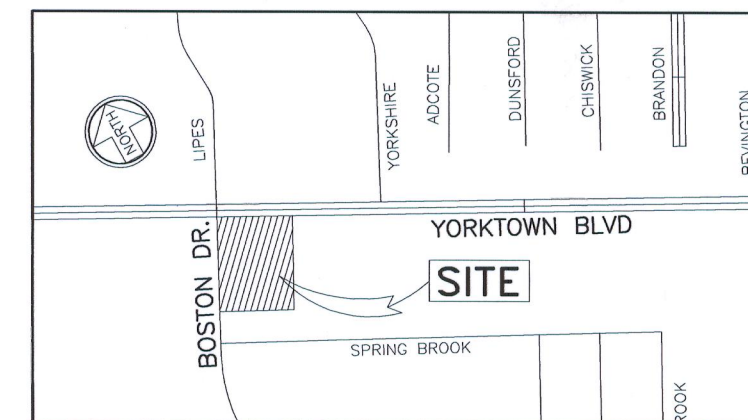




KENEDY SUBDIVISION BLOCK 1, LOT 1



BEING A PLAT OF A 2.035 ACRE TRACT OF LAND OUT OF LOT 20,
SECTION 6, OF THE FLOUR BLUFF & ENCINAL FARM & GARDEN TRACTS,
A MAP OF WHICH IS RECORDED IN VOLUME A, PAGES 41-43 OF THE
MAP AND PLAT RECORDS OF NUECES COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF NUECES

I, Diana T. Barrera, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the _____ day of _____, 20____, with its certificate of authentication was filed for record in my office the _____ day of _____, 20____, at _____ O'clock _____ M., and duly recorded the _____ day of _____, 20____, at _____ O'clock _____ M., in said County in Volume _____, Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. _____
Filed for Record _____ Diana T. Barrera, County Clerk
Nueces County, Texas
at _____ O'clock _____ M.
_____, 20____ By: _____

STATE OF TEXAS
COUNTY OF NUECES

I, Jesse Fuentes, a Registered Professional Land Surveyor for Capnor USA Inc., have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the _____ day of _____, 20____.

Jesse Fuentes, R.P.L.S.
Texas License No. 5988

STATE OF TEXAS
COUNTY OF NUECES

Korean Presbyterian Church of Corpus Christi, hereby certifies that it is the owner of the lands embraced within the boundaries of a 2.035 acre tract of land, including a 0.001 acre piece dedicated to the City of Corpus Christi, out of Lot 20, Section 6, of the Flour Bluff & Encinal Farm & Garden Tracts, as shown on the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated to public use forever; that easements as shown are dedicated to public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication

This the _____ day of _____, 20____.

By: Korean Presbyterian Church of Corpus Christi

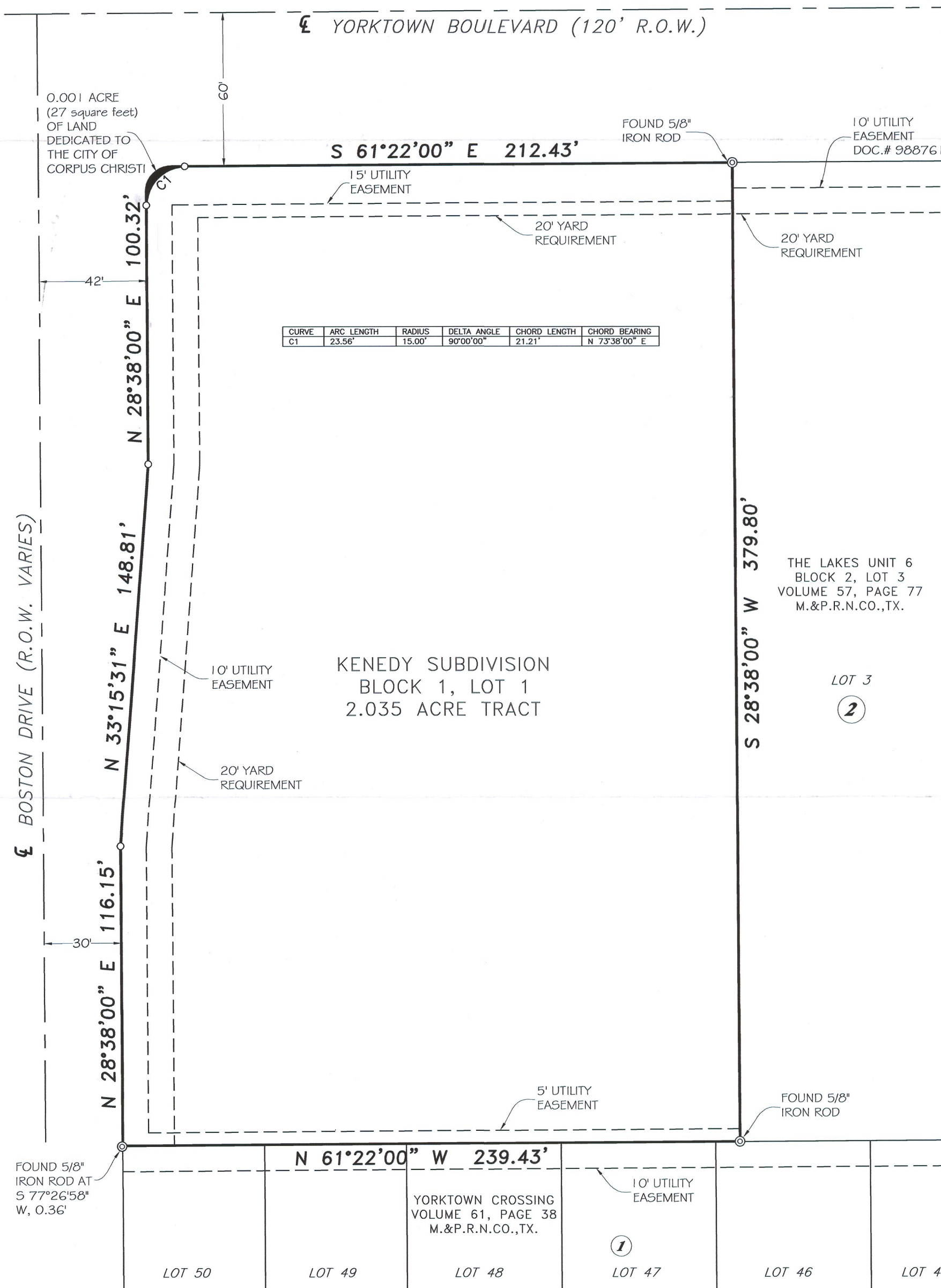
By: _____

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me by _____, as _____.

This the _____ day of _____, 20____.

Notary Public in and for the State of Texas



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	23.56'	15.00'	90°00'00"	21.21'	N 73°38'00" E

STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the _____ day of _____, 20____.

Charles F. Dibrell, III, P.E.
Development Services Engineer

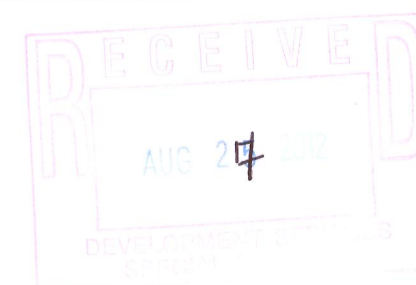
STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This the _____ day of _____, 20____.

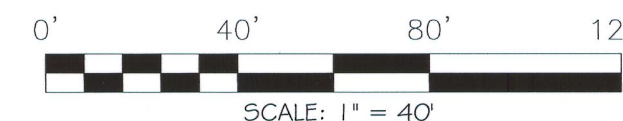
Mark E. Van Vleck, P.E., Secretary

A. Javier Huerta, AIA
Chairman



NOTES

- Total platted area contains 2.035 acres of land, including 0.001 acres of land dedicated to the City of Corpus Christi.
- Bench mark is based on the City of Corpus Christi datum (NGVD 29). 5R 100 is located at the intersection of Everhart Road and Yorktown Boulevard.
- Bearings basis is the Texas coordinate system of 1983, South Zone. bearings are grid, distances and area shown hereon are surface.
- o - Set 5/8" iron rod with surveyor's cap stamped "CAPNOR USA"
- The FEMA flood maps show that the property described herein is located in flood zone c. An area of minimal flooding. Community panel no. 485494 0520d June 4, 1987
- There may be existing pipelines not shown on this map. use the texas one call system to locate pipelines before performing any excavation on this property.
- The receiving water for the storm water runoff from this property is the Oso Creek. the TCEQ has not classified the aquatic life use for the Oso creek, but it is recognized as an environmentally sensitive area. the Oso creek flows directly into the Oso bay. the TCEQ has classified the aquatic life use for the Oso bay as "exceptional" and "oyster waters" and categorize the receiving water as "contact recreation" use.
- If any lot is developed with residential uses, compliance with the public open space regulations will be required during the building permit phase.
- Property is not within an AICUZ boundary or noise contour



DRAWN BY: CC
CHECKED BY: JF
APPROVED BY: JF
FILE NO:
DATE: 8/16/12
DESCRIPTION: Planning Commission Revisions
NO: 1
DATE: 8/13/12
DESCRIPTION: Planning Commission Revisions
NO: 2

226 Enterprise Parkway
Suite 114
Corpus Christi, TX. 78405
Tel: (361) 452-3009
Fax: (888) 896-7886

capnor
USA, Inc.
LASER SCANNING AND SURVEYING SERVICES

KENEDY SUBDIVISION
BLOCK 1, LOT 1
CORPUS CHRISTI, TEXAS

DATE: JULY 2012
SCALE: 1" = 40'
Vertical 1" = N/A
Horizontal 1" = 40'

SHEET 1 OF 1
PROJ. NO. = P-3092

APPLICATION FOR WATERLINE REIMBURSEMENT

We, The John G. and Marie Stella Kenedy Memorial Foundation, a Texas non-profit corporation, whose address is 555 North Carancahua, Suite 1700, Corpus Christi, Texas 78401, owners and developers of proposed Kenedy Subdivision, Block 1, Lot 1, hereby request reimbursement of \$21,331.74 for the installation of water distribution main improvements, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$42,663.48 is the construction cost, including 12% Engineering and Surveying, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

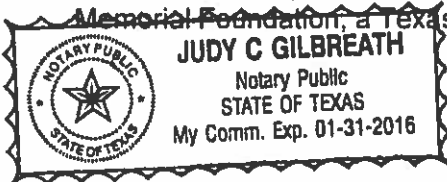
Marc Cisneros
Marc A. Cisneros, Chief Executive Officer
The John G. and Marie Stella
Kenedy Memorial Foundation

8/4/14
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 4 August, 2014, by Marc A. Cisneros, Chief Executive Officer, of The John G. and Marie Stella Kenedy Memorial Foundation, a Texas non-profit Corporation, on behalf of the said foundation.



Judy C Gilbreath
Notary Public in and for the State of Texas

CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:


- (a) Sufficiency of funds in the Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services Engineer

(Date)

APPLICATION FOR WATERLINE CREDIT

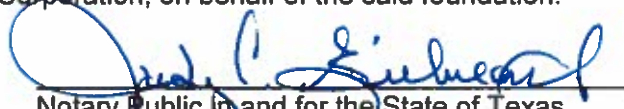
We, The John G. and Marie Stella Kenedy Memorial Foundation, a Texas non-profit corporation, whose address is 555 North Carancahua, Suite 1700, Corpus Christi, Texas 78401, owners and developers of proposed Kenedy Subdivision, Block 1, Lot 1, hereby apply for \$2,935.56 credit towards the water lot/acreage fee for the installation of the water distribution main improvements as provided for by City Ordinance No. 17092. \$45,599.04 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

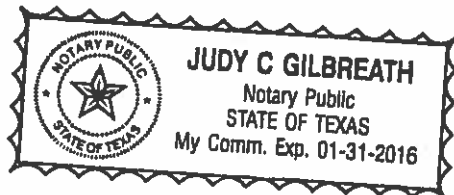

Marc A. Cisneros, Chief Executive Officer Date 8/4/14
The John G. and Marie Stella
Kenedy Memorial Foundation

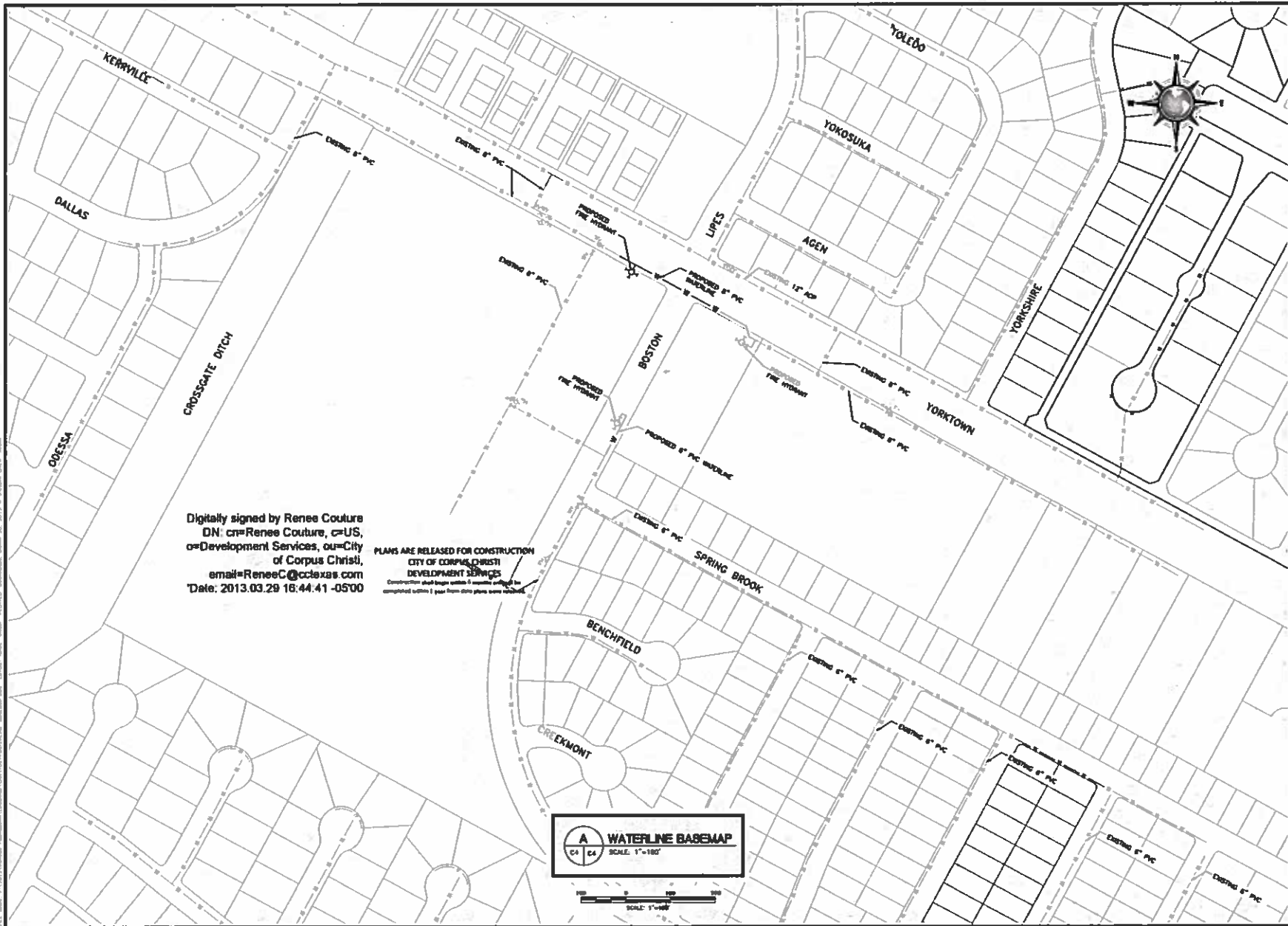
THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 4 August, 2014, by Marc A. Cisneros, Chief Executive Officer, of The John G. and Marie Stella Kenedy Memorial Foundation, a Texas non-profit Corporation, on behalf of the said foundation.


Notary Public in and for the State of Texas

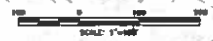




Digitally signed by Renee Couture
 DN: cn=Renee Couture, c=US,
 o=Development Services, ou=City
 of Corpus Christi,
 email=ReneeC@cctexas.com
 Date: 2013.03.29 16:44:41 -05'00

PLANS ARE RELEASED FOR CONSTRUCTION
 CITY OF CORPUS CHRISTI
 DEVELOPMENT SERVICES
 Construction shall begin within 90 days of final
 completion within 1 year from date plans were released.

A WATERLINE BASEMAP
 C4 C4
 SCALE: 1"=100'



CONSULTANT'S SHEET PROJECT NO. 12202-01	
REVISION NO.	DATE
JG & MS KENEDY SUBDIVISION UTILITY IMPROVEMENTS	
WATERLINE BASEMAP	
DRAWING NO.	
C4	
SHEET 5 of 21	

Exhibit 3

**KENEDY SUBDIVISION - BLOCK 1, LOT 1: PLAT REQUIRED PUBLIC IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST PLUS ELIGIBLE CITY REIMBURSEMENT**

A. PLAT REQUIRED PUBLIC IMPROVEMENTS					
Item	Description	Quantity	Unit	Unit Cost	AMOUNT
A1	Mobilization / Demobilization	1	LS	\$ 3,800.00	\$ 3,800.00
A2	Fire Hydrant Assembly	3	EA	\$ 4,950.00	\$ 14,850.00
A3	Install New Waterline (8" PVC)	475	LF	\$ 36.00	\$ 17,100.00
A4	Waterline Tie-ins	4	EA	\$ 650.00	\$ 2,600.00
A5	Sanitary Sewer Manhole	1	EA	\$ 4,500.00	\$ 4,500.00
A6	8" Sanitary Sewer Line PVC (SDR-@26) (6' - 8' depth)	245	LF	\$ 37.50	\$ 9,187.50
A7	6" PVC (SDR-26) Pipe (6' - 8' depth)	7	LF	\$ 32.00	\$ 224.00
A8	Existing S.S. Manhole Rehabilitation / Tie	1	LS	\$ 975.00	\$ 975.00
A9	Temporary Construction Exit / Entrance	1	EA	\$ 750.00	\$ 750.00
A10	Sediment Control Fencing	37	LF	\$ 4.25	\$ 157.25
A11	Sodding After Waterline/Waste Water Installation	240	SY	\$ 3.75	\$ 900.00
A12	Boring Under Boston Drive	182	LF	\$ 200.00	\$ 36,400.00
				PROJECT SUBTOTAL =	\$ 91,443.75
				10% CONTINGENCY =	\$ 9,144.38
				PROJECT TOTAL =	\$ 100,588.13
				Engineering & Design (12%)	\$ 12,070.58
TOTAL COST OF PUBLIC IMPROVEMENTS					\$ 112,658.70

**KENEDY SUBDIVISION - BLOCK 1, LOT 1: PLAT REQUIRED PUBLIC IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST PLUS ELIGIBLE CITY REIMBURSEMENT**

C. OFF-SITE WATER SYSTEM PARTICIPATION (50% OFF-SITE REIMBURSEABLE)					
Item	Description	Quantity	Unit	Unit Cost	AMOUNT
C1	Mobilization / Demobilization	1	LS	\$ 1,900.00	\$ 1,900.00
C2	Install New Waterline (8" PVC)	364	LF	\$ 36.00	\$ 13,104.00
C3	Sediment Control Fencing	37	LF	\$ 4.25	\$ 157.25
C4	Sodding After Waterline Installation	70	SY	\$ 3.75	\$ 262.50
C5	Fire Hydrant Assembly	1	EA	\$ 4,950.00	\$ 4,950.00
C6	Waterline Tie-ins	2	EA	\$ 650.00	\$ 1,300.00
C7	Boring Under Boston Drive	80	LF	\$ 200.00	\$ 16,000.00
WATER SYSTEM OFF-SITE SUBTOTAL =					\$ 37,673.75
		Engineering & Design (12%)	50.0%	LS \$ 12,070.58	\$ 6,035.29
		Site Survey (Utility Location)	1.0	LS \$ 1,890.00	\$ 1,890.00
TOTAL OFF-SITE WATER SYSTEM IMPROVEMENTS COST =					\$ 45,599.04
WATER DISTRIBUTION ACREAGE FEE =					\$ (2,935.56)
TOTAL OFF-SITE WATER SYSTEM IMPROVEMENTS COST (LESS FEE) =					\$ 42,663.48
TOTAL OFF-SITE WATER SYSTEM CITY PARTICIPATION (50%) =					\$ 21,331.74



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at: 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

NAME: The John G. and Marie Stella Kenedy Foundation - Marc Cisneros

STREET: 555 N. Carancahua #1700 CITY: Corpus Christi, TX ZIP: 78401

FIRM is: Corporation Partnership Sole Owner Association Other _____
non-profit

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Job Title and City Department (if known)
<u>NA</u>	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Title
<u>NA</u>	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Board, Commission, or Committee
<u>NA</u>	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Consultant
<u>NA</u>	_____
_____	_____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Marc Cisneros Title: Chief Executive Officer
 (Print)

Signature of Certifying Person: Marc Cisneros Date: 6-10-14

DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.