

Ordinance authorizing a Wastewater Collection Line Extension Construction and Reimbursement Agreement with Walker Holdings and Development, LLC to extend a 12-inch wastewater collection line for a planned residential subdivision located on IH-69 with a completion date of March 30, 2021; and appropriating \$215,393.85 from the No.4220-21801 Sanitary Sewer Collection Line Trust Fund to reimburse the Developer per the agreement.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI,
TEXAS:**

SECTION 1. The City Manager or designee is authorized to execute a Wastewater Collection Line Construction and Reimbursement Agreement (Agreement) attached hereto, with Walker Holdings and Development, LLC for the construction and installation of 1,557 linear feet of 12-inch wastewater collection line, to provide wastewater service for the planned residential subdivision named Calallen South Unit 1, Corpus Christi, Texas.

SECTION 2. Funding in the amount of \$215,393.85 is appropriated from the No.4220-21801 Sanitary Sewer Collection Line Trust Fund, to reimburse the Developer for the construction of a 12-inch wastewater collection line, and construction improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2020, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2020, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

PASSED AND APPROVED on this the _____ day of _____, 2020.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

**WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Walker Holdings and Development, LLC ("Developer/Owner"), a Texas Limited Liability Company

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on October 2, 2019 to develop a tract of land, to wit approximately 23.15 acres known as Calallen South Unit 1, Corpus Christi Texas 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 wastewater collection line extension ("Collection Line");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Collection Line;

WHEREAS, it is to the best interest of the City that the Collection Line be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line 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 Wastewater Collection Line Trust Fund for installing the Collection Line, 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. **TRUSTEE LIABILITY.** The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

2. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Collection Line in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and

federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

3. PLANS AND SPECIFICATIONS.

- a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Collection Line, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

ITEM	DESCRIPTION	QUANTITY	UNIT
1.	12" PVC PIPE	1551	LF
2.	MANHOLE, FIBERGLASS, 5' DIA	5	EA
3.	DEWATERING FOR 12" PVC PIPE	1551	LF

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with the City's Wastewater 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.

4. SITE IMPROVEMENTS. Prior to the start of construction of the Collection Line, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Collection Line. 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 may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

5. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Collection Line, under the approved plans and specifications, by March 30, 2021.

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

8. 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.

9. 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 Collection Line, 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 Collection Line under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Collection Line, under the approved plans and specifications, on or before March 30, 2021.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. 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 12, 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.

11. 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.

12. 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:

**Walker Holdings and Development, LLC
3540 Agnes Street
Corpus Christi, Texas 78405**

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
Corpus Christi, Texas 78469-9277

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.

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

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, the Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Collection Line and the construction of the Collection Line for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT.

a. The cost for the Collection Line less \$36,368.65 lot/acreage fee credit is \$215,393.85 Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Collection Line up to an amount not to exceed **\$215,393.85**

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 submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
 - 1. Summary of Costs and Work Performed Form provided by the Development Services Department
 - 2. Contractor and professional services invoices detailing work performed
- d. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid. To be eligible for reimbursement, the work must be constructed 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.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

- e. 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.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Wastewater Collection Line Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.2. E.

18. INDEMNIFICATION. Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all

liability, damage, loss, 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, 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, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, 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 attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental

consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

This indemnity shall survive the expiration or earlier termination of the agreement.

19. 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.

20. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

21. 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.

22. DEDICATION OF COLLECTION LINE. Upon completion of the construction, dedication of Collection Line will be subject to City inspection and approval.

23. CERTIFICATE OF INTERESTED PARTIES. Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary,

adviser or attorney for the business entity.
Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

24. CONFLICT OF INTEREST Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

25. AUTHORITY. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

Remainder of page intentionally left blank; signature page to follow.

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

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Al Raymond
Director of Development Services
For City Manager

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

Walker Holdings and Development, LLC.

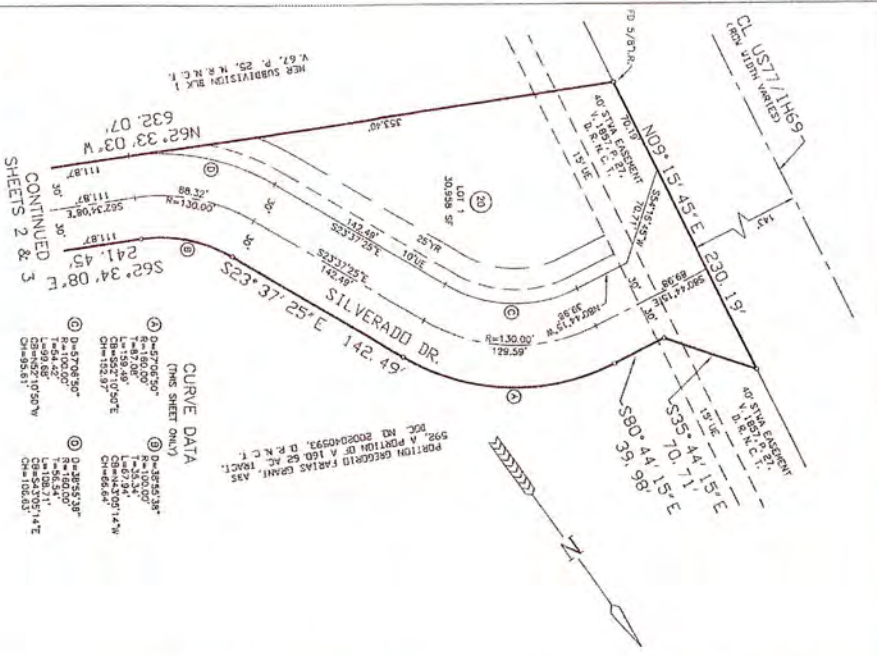
By: [Signature]
Lance Walker
Member / Vice President

STATE OF TEXAS §
COUNTY OF Nueces §
§

This instrument was acknowledged before me on February 4, 2020, by Lance Walker, Member / Vice President, Walker Holdings and Development, LLC, a Texas limited Liability Company, a Texas Corporation, on behalf of said corporation.

[Signature]
Notary Public's Signature





- NOTES**
1. THE RESERVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE NUECES RIVER DOWNSIDE OF THE CALLEN SALTWATER ANTIPIED DRAIN LOCATED 1.1 MILES FROM NUECES DAM. THE NUECES RIVER AS SHOWN ON THE PLAT IS THE PROPERTY LINE AS TO THE "CONTRACT REVENUE" USE.
 2. THE BASIS OF BEARING IS THE STATE OF TEXAS LAURENT ORG. SOUTH ZONE, MAD 1982.
 3. THE SUBJECT SITE IS DEPICTED IN FEMA MAP 4435502000 (1/02/15), ZONE X.
 4. LEGAL DESCRIPTION: A 23.145 AC TRACT OF LAND, MORE OR LESS, A PORTION OF THE GREGG FARM TRACT, ABSTRACT 598 AND ALSO BEING A PORTION OF A 117.291 ACRES TRACT OF LAND DESCRIBED BY BEING DOC. NO. 201089281, 07/13/14, REGRAN, NUECES COUNTY, TEXAS.
 5. THE TOTAL PLATTED AREA CONTAINS 23.145 ACRES OF LAND INCLUDING STREET DIMENSIONS.
 6. THE VADO REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE ZONING MAP. THE VADO REQUIREMENT CODE HAS BEEN SUBJECT TO CHANGE AS THE ZONING MAP CHANGE.
 7. SET 6" & 6" FROM ROOF AT ALL LOT AND SUBDIVISION CORNERS EXCEPT AS INDICATED OTHERWISE. ALL SET 5" FROM ROADS EXCEPT PAVED CARS LABELED BASS AND WELSH ENGINEERING.
 8. BLOCK 21, LOTS 2 & 3, BLOCK 1, LOTS 38 & 78, BLOCK 3, LOT 44, AND LOTS 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 9. SET HOMEOWNERS ASSOCIATION DECLARATION, DOC. NUMBER _____, O.R.

STATE OF TEXAS §
COUNTY OF NUECES §

WE, WADE WALKER, MEMBER OF THE BOARD OF DIRECTORS OF THE NUECES COUNTY HOMEOWNERS ASSOCIATION, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND WE HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT. THIS INSTRUMENT WAS APPROVED BEFORE ME BY WADE WALKER, MEMBER OF WADE WALKER & DEVELOPMENT, LLC.

THIS THE _____ DAY OF _____ 20____

STATE OF TEXAS §
COUNTY OF NUECES §

WADE WALKER, MEMBER OF THE BOARD OF DIRECTORS OF THE NUECES COUNTY HOMEOWNERS ASSOCIATION, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND WE HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT. THIS INSTRUMENT WAS APPROVED BEFORE ME BY WADE WALKER, MEMBER OF WADE WALKER & DEVELOPMENT, LLC.

THIS THE _____ DAY OF _____ 20____

STATE OF TEXAS §
COUNTY OF NUECES §

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THIS THE _____ DAY OF _____ 20____

APPROVED
001 2 2019
PLANNING COMMISSION

Exhibit 1

CORPUS CHRISTI, NUECES COUNTY, TEXAS

PLAT OF CALLEN SOUTH UNIT 1

BASS & WELSH ENGINEERING
SURVEY REG. NO. 10007-400
718 SHILOH DRIVE, SUITE 202
CORPUS CHRISTI, TEXAS 78404

DATE PLATTED: 9/10/19
COMMISSIONER: R. L. BASS
CLERK: KARA SANDS
PLAT SCALE: 5/8" = 60'
SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF NUECES §

WADE WALKER, MEMBER OF THE BOARD OF DIRECTORS OF THE NUECES COUNTY HOMEOWNERS ASSOCIATION, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND WE HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT. THIS INSTRUMENT WAS APPROVED BEFORE ME BY WADE WALKER, MEMBER OF WADE WALKER & DEVELOPMENT, LLC.

THIS THE _____ DAY OF _____ 20____

STATE OF TEXAS §
COUNTY OF NUECES §

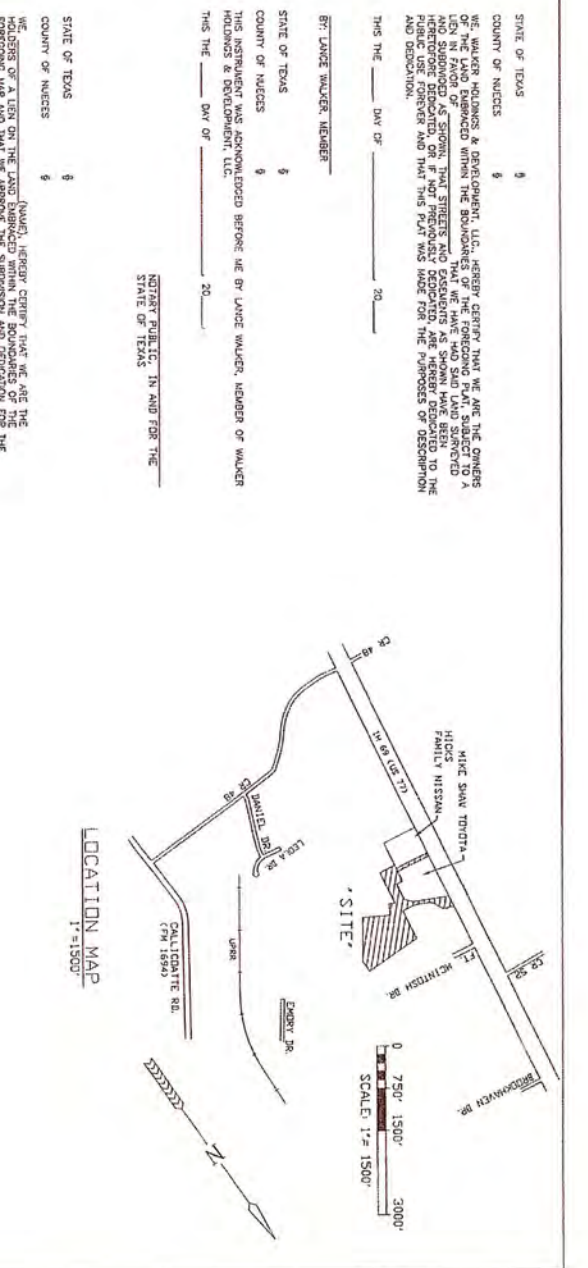
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THIS THE _____ DAY OF _____ 20____

STATE OF TEXAS §
COUNTY OF NUECES §

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THIS THE _____ DAY OF _____ 20____



CONTINUED SHEET 3

HER SUBDIVISION BLK 1
V 67, P. 23, H.R.N.C.T.
632.07' W
N42°11'37" E
172.87' W
N62°33'3" E
632.07' W

LOT 3, SMOKE IN THE SMOKE
BLK 21, IS PRIVATE
S80°47'03" E
192.47' W
S62°34'08" E
241.45' W

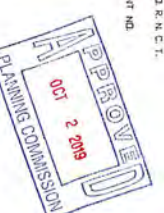
CONTINUED SHEET 3

30' TX EASTERN
TRANSMISSION CORP.
V 72, P. 23, H.R.N.C.T.
PIPELINE IN THIS
EASEMENT SHOWN ABANDONED
ON TX REC. MAP SITE

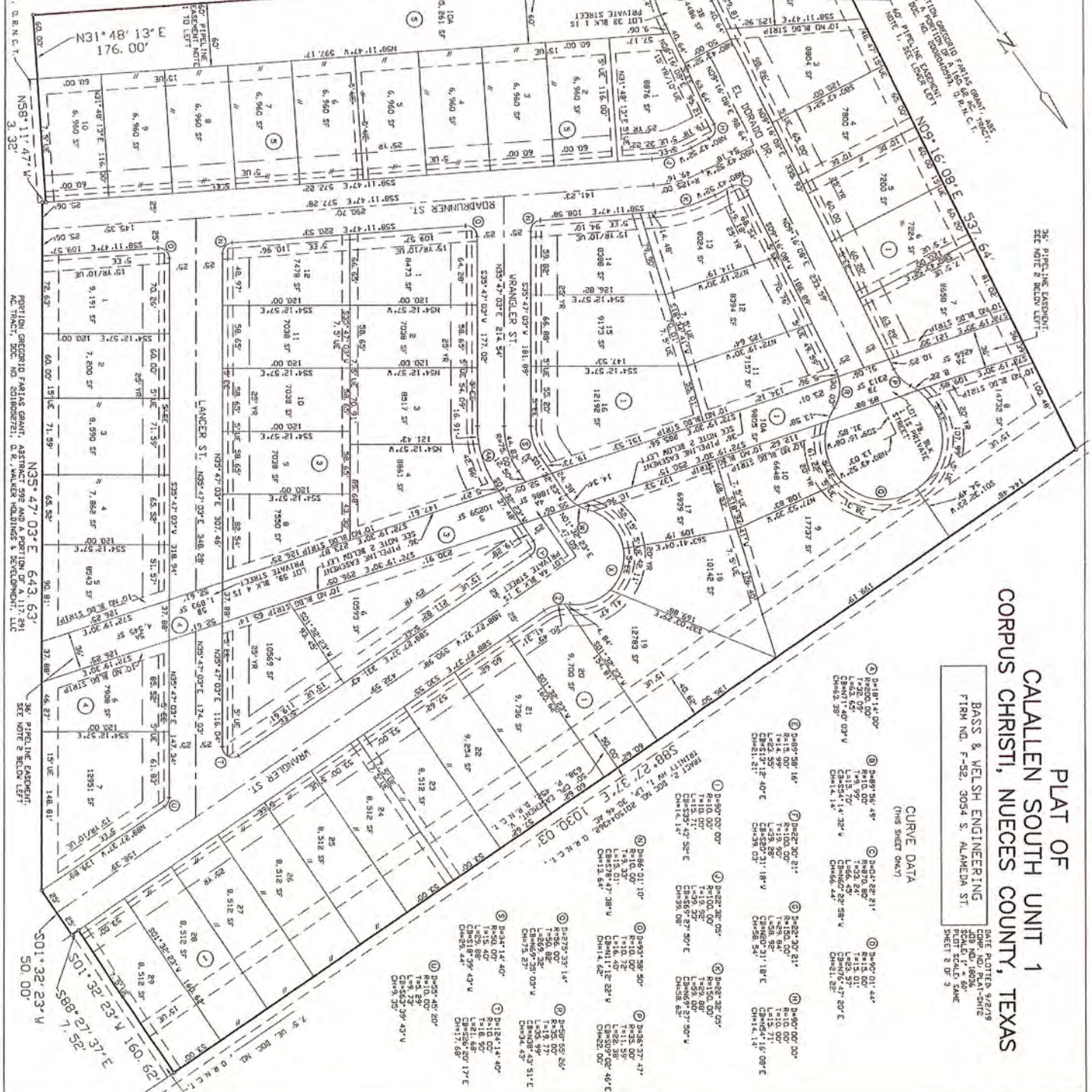
CURVE DATA
(THIS SHEET ONLY)

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- ② D=41.84' R=35' L=13.23' T=1.00' CH=4.73'
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- ㊺ D=41.84' R=35' L=13.23' T=1.00' CH=4.73'

PIPELINE EASEMENT NOTES:
1. THIS 60' EASEMENT CONSISTS OF THREE
DEVELOPING EASEMENTS NOTICED IN RECORDS NOS.
207010321, 201901029 AND 201901029, D.R.N.C.T.
2. THIS 30' EASEMENT IS SHOWN IN RECORD NO.
XXX, D.R.N.C.T.



PORTION OF R.M. 112.291 MC TRACT, EDC NO. 20180221,
D.P. VALDES HOLDINGS & DEVELOPMENT, LLC
NS8°11'47" W 507.19'



PLAT OF
CALLEN SOUTH UNIT 1
CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3094 S. ALAMEDA ST.
DATE PLOTTED 9/2/19
DGP: JON RAY-SHIE
SCALE: 1" = 60'
PLAT SCALE SAME
SHEET 2 OF 3

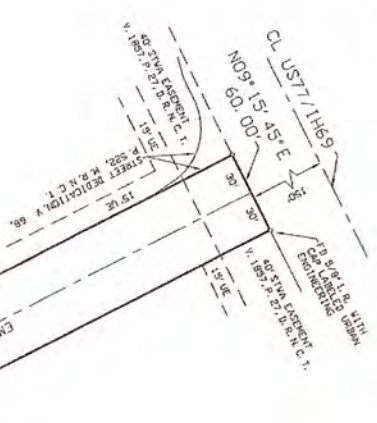
CURVE DATA
(THIS SHEET ONLY)

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PORTION OF R.M. 112.291 MC TRACT, EDC NO. 20180221,
D.P. VALDES HOLDINGS & DEVELOPMENT, LLC
NS3°47'03" E 643.63'

7.5' W.C. DOC. NO. D.R.N.C.T.

CONTINUED
FROM SHEET 1



CURVE DATA
(THIS SHEET ONLY)

①	DM=0.00' 00"	②	DM=0.00' 00"	③	DM=0.00' 00"	④	DM=0.00' 00"
⑤	DM=0.00' 00"	⑥	DM=0.00' 00"	⑦	DM=0.00' 00"	⑧	DM=0.00' 00"
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㊾	DM=0.00' 00"	㊿	DM=0.00' 00"				



- NOTES CONTINUED:
10. THE HOMEOWNERS ASSOCIATION OR PROPERTY OWNERS ASSOCIATION AGREES TO RELEASE, IN ADVANCE, ALL LIABILITY FOR ANY DAMAGE TO A PRIVATE STREET OR EASEMENT OR TO OTHER PERSONS, PROPERTIES OR VEHICLES CAUSED AS A RESULT OF STREET DESIGN OR CONSTRUCTION.
 11. ALL SUBDIVISION ACCESS TO MEET CURRENT ROAD ACCESS REQUIREMENTS AND APPROVAL.
 12. NO ADDITIONAL ACCESS ONTO HIGH FRONTAGE ROAD (ACCESS ROAD), EXCEPT AS INDICATED PER THIS PLAT.
 13. NO DRIVEWAY TO STATE OR TEXAS HIGHWAY RIGHT-OF-WAY ALLOWED.
 14. BLOCK 1, LOTS 3A, 7A, AND 10A; BLOCK 3, LOT 5; BLOCK 4, LOT 5A; AND BLOCK 5, LOT 10A, ARE ALL PRELIMINARY EASEMENTS AND SHALL BE DEEDED TO AND OWNED BY THE HOMEOWNERS ASSOCIATION AS COMMON AREA.


PLAT OF
CALLEEN SOUTH UNIT 1
CORPUS CHRISTI, NUECES COUNTY, TEXAS



BASS & WELSH ENGINEERING
1004 S. ALMADEN STREET, CORPUS CHRISTI, TEXAS 78404
DATE PLATTED: 09/29/15
JOB NO.: 148936
DRAWN BY: J. WELSH
CHECKED BY: J. WELSH
PLATTED BY: J. WELSH
SCALE: AS SHOWN
SHEET 3 OF 3

APPLICATION FOR WASTE WATER REIMBURSEMENT

We, Walker Holdings & Development, LLC, 3540 Agnes St., Corpus Christi, Texas 78405, owners and developers of proposed Calallen South Unit 1 Subdivision, hereby request reimbursement of \$215,393.85 for the installation of the waste water collection line extension in conjunction with said subdivision, as provided for by City Ordinance No. 17092. \$251,762.50 is the construction cost, including 10% Engineering, Surveying and Testing as shown by the cost supporting documents attached herewith.

By: 
Lance Walker, Member

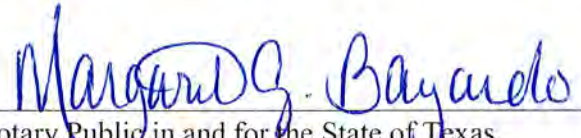
THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 4, 2020, by

Lance Walker, Member of Walker Holdings & Development, LLC, a Texas Corporation, on behalf of said corporation.




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:

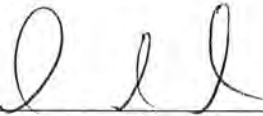
- (a) Sufficiency of funds in the Trunk Line Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Engineer
CONTRACTS ADMINISTRATOR

2/4/20
(Date)

APPLICATION FOR WASTE WATER CREDIT

We, Walker Holdings & Development, LLC, 3540 Agnes St., Corpus Christi, Texas 78405, owners and developers of proposed Calallen South Unit 1 subdivision, hereby apply for \$36,368.65 credit toward the waste water acreage fee for the collection line extension in conjunction with said subdivision as provided for by City Ordinance No. 17092. \$251,762.50 is the construction cost, including 10% Engineering, testing and Surveying, as shown by the cost supporting documents attached herewith.

By: 
Lance Walker, Member

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 4, 20~~19~~²⁰, by

Lance Walker, Member of Walker Holdings & Development, LLC, a Texas Corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

PUBLIC IMPROVEMENTS TO CALCALLEN SOUTH UNIT 1, CORPUS CHRISTI, NUECES COUNTY, TEXAS

GENERAL NOTES:
1. THE DRAWING CITY OF CORPUS CHRISTI SHOWS PROPORTIONS OF ROAD CURVE TO BE OBTAINED FROM THE CITY OF CORPUS CHRISTI ENGINEERING DEPARTMENT. THE DRAWING CITY OF CORPUS CHRISTI SHOWS PROPORTIONS OF ROAD CURVE TO BE OBTAINED FROM THE CITY OF CORPUS CHRISTI ENGINEERING DEPARTMENT. THE DRAWING CITY OF CORPUS CHRISTI SHOWS PROPORTIONS OF ROAD CURVE TO BE OBTAINED FROM THE CITY OF CORPUS CHRISTI ENGINEERING DEPARTMENT.

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LEGEND - EXISTING FACILITIES AND APPURTENANCES

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LEGEND - PROPOSED FACILITIES AND APPURTENANCES

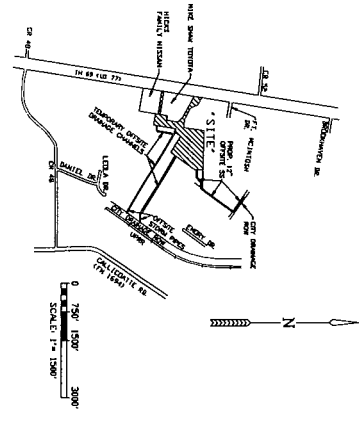
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CALL BEFORE YOU DIG!


 800-4-A-DIG
 800-426-4444
 811

Pablo G. Martinez, P.E., C.P.M.
 Designated by Public C. E. Martinez, P.E., C.P.M., Director of Public Works, City of Corpus Christi, Texas.

- SHEET INDEX**
- SHEET 1 COVER SHEET AND MISCELLANEOUS INFORMATION
 - SHEET 2 PAVING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
 - SHEET 3 SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 4 SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 5 STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY
 - SHEET 6 STORM WATER POLLUTION PREVENTION PLAN, BASE WALLS
 - SHEET 7 STREET & SIDEWALK DETAILS
 - SHEET 8 OFFSITE SANITARY SEWER PLAN AND PROFILE
 - SHEET 9 OFFSITE SANITARY SEWER PLAN AND PROFILE
 - SHEET 10 OFFSITE STORM SEWER PLAN AND PROFILE
 - SHEET 11 OFFSITE STORM SEWER PLAN AND PROFILE



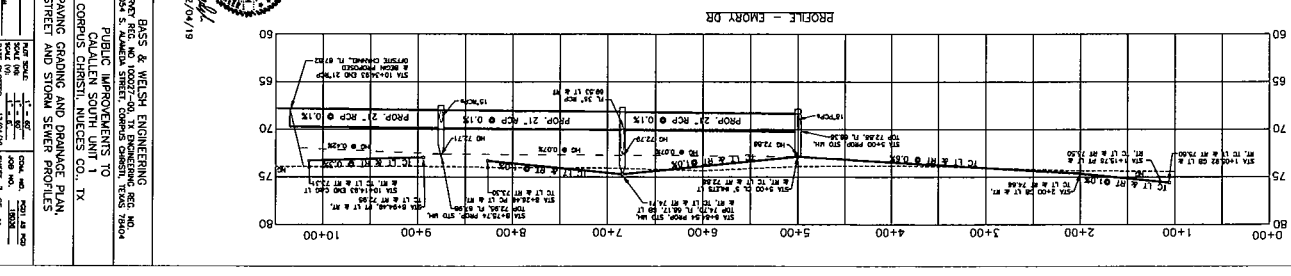
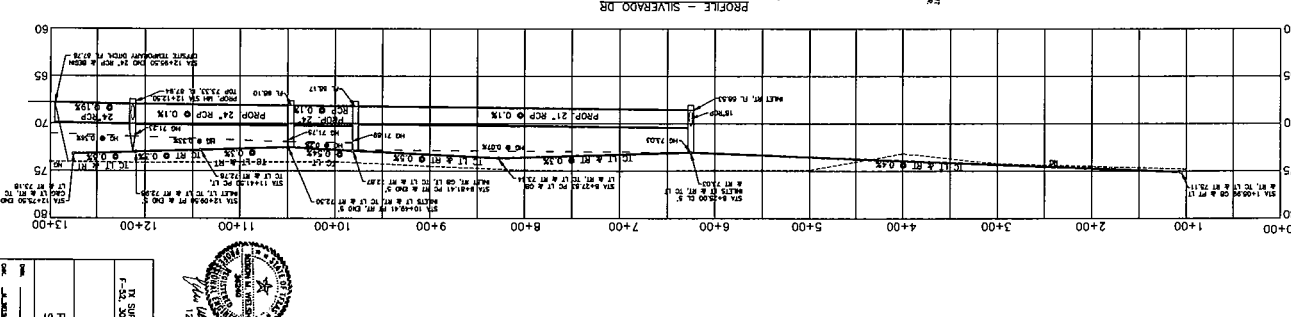
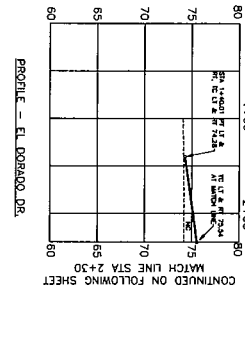
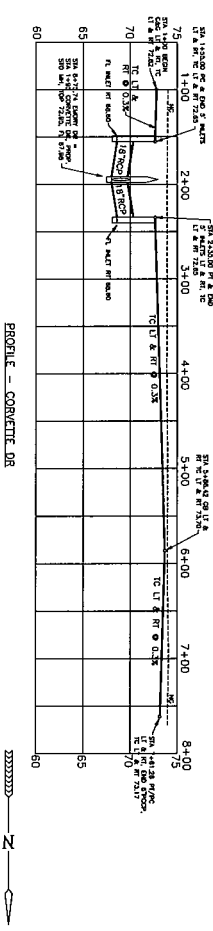
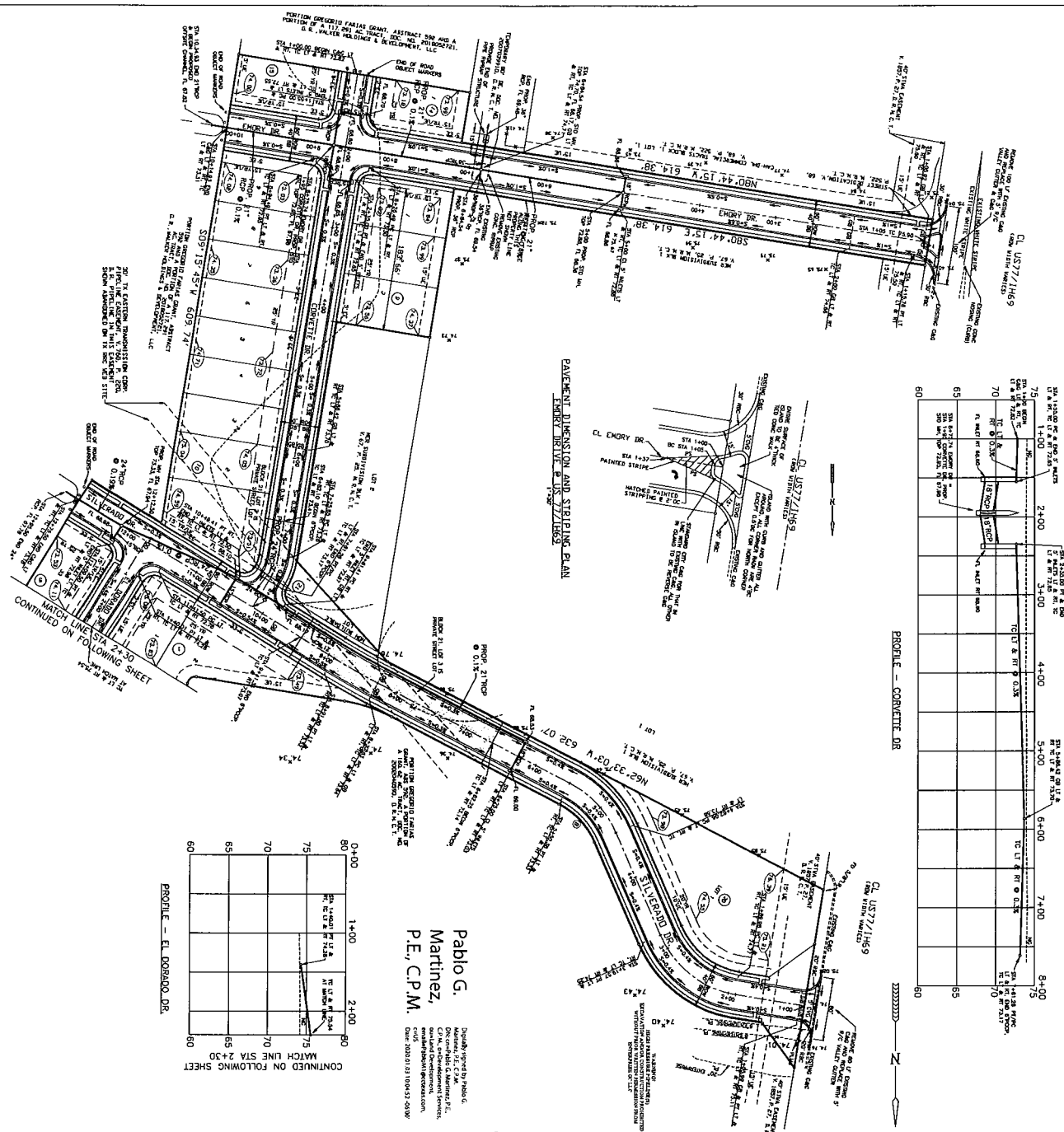
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BASS AND WELSH ENGINEERING
 PUBLIC IMPROVEMENTS TO
 CORPUS CHRISTI, NUECES COUNTY, TX

DATE: 12/24/19
 DRAWN BY: [Name]
 CHECKED BY: [Name]

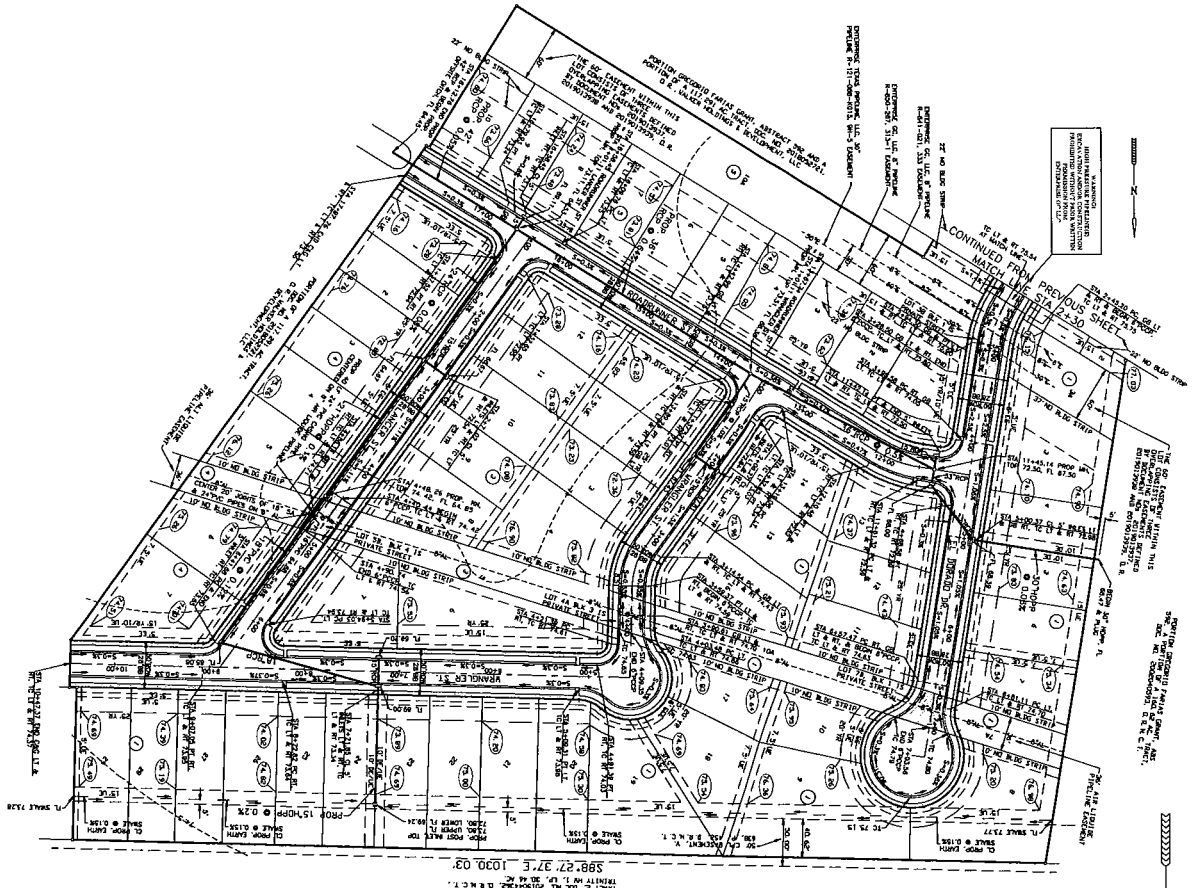


Pablo G. Martinez
 P.E., C.P.M.

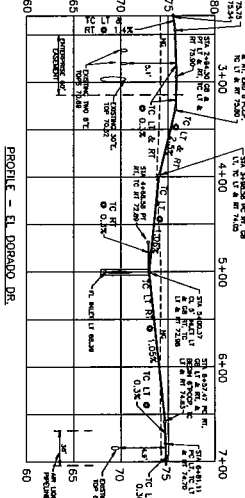
Digitally signed by Pablo G. Martinez
 DN: cn=Pablo G. Martinez, o=Pablo G. Martinez, email=pablo.g.martinez@pablo-g.com, c=US



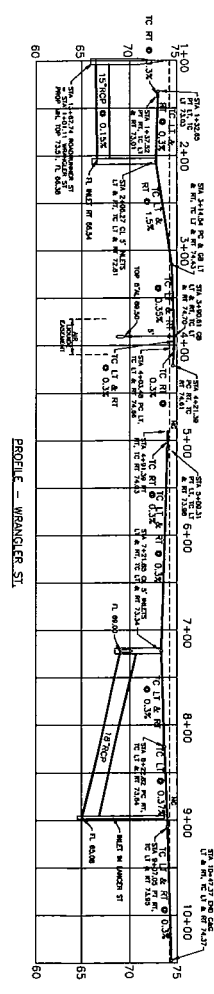
BLISS & WELSH ENGINEERING
 11 SUITE 700, 11000-00, TX ENGINEERING REG. NO. F-242, 3004 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404
 PUBLIC IMPROVEMENTS TO
 CORPUS CHRISTI, TEXAS
 DRAINAGE AND DRAINAGE PLAN
 STREET AND SHOULDER SEWER PIPES



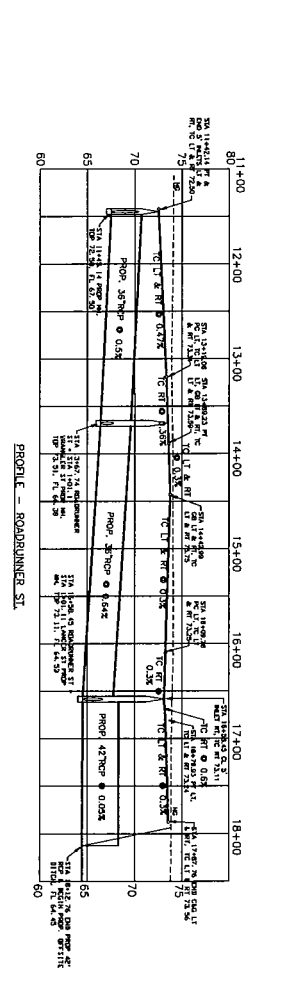
CONTINUED FROM PREVIOUS SHEET
MATCH LINE STA 2+30



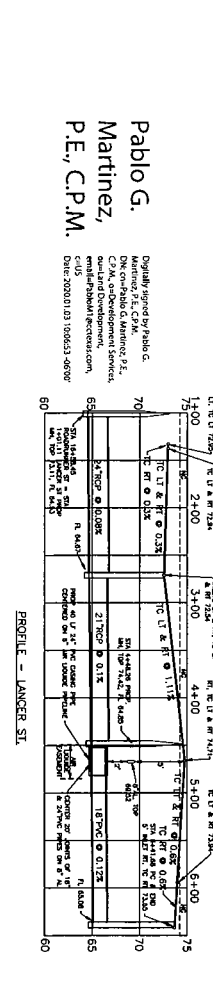
PROFILE - WINDLER ST.



PROFILE - ROODLINKER ST.



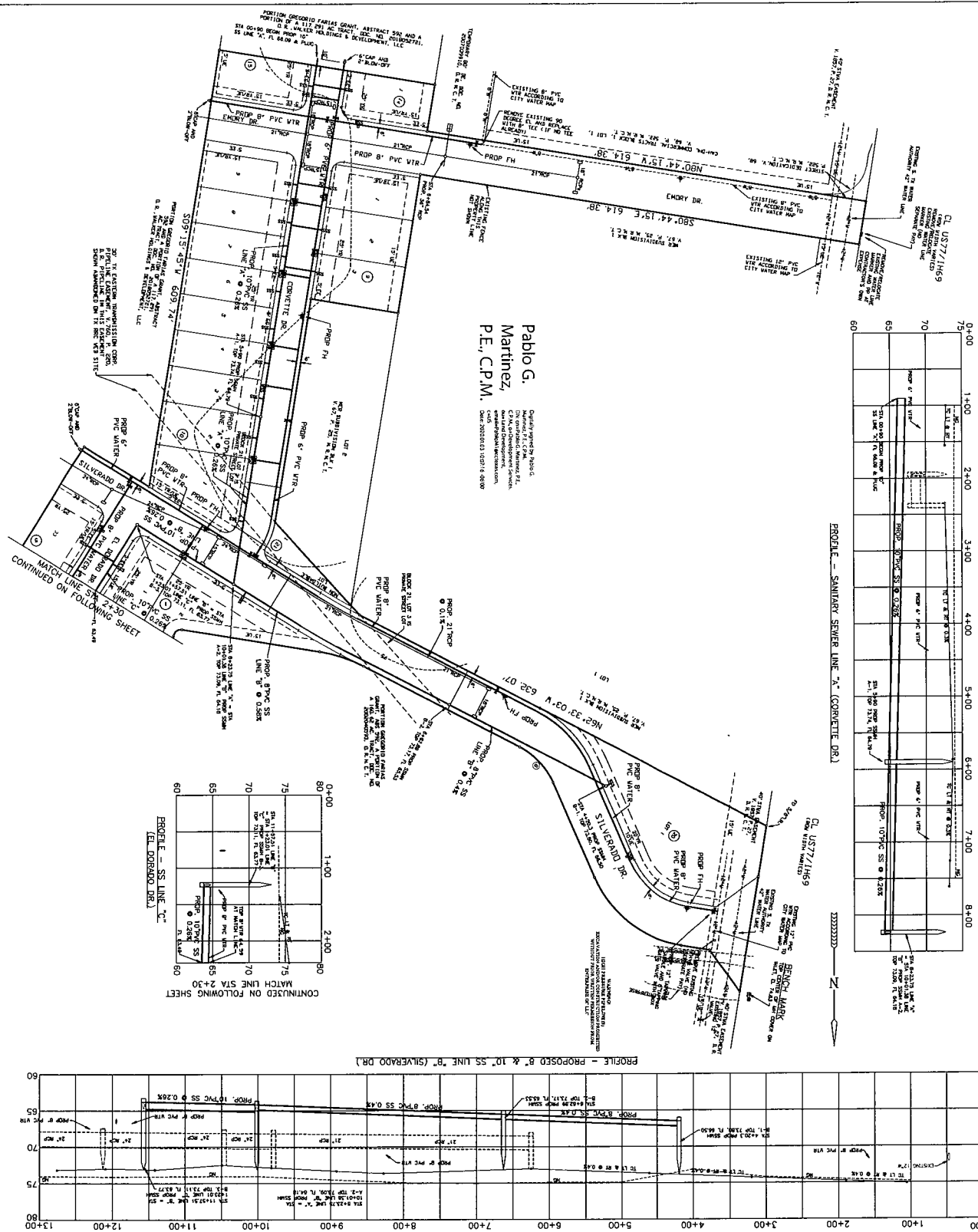
PROFILE - LANGER ST.



Pablo G. Martinez, P.E., C.P.M.
 Digitally signed by Pablo G. Martinez, P.E., C.P.M.
 DN: cn=Pablo G. Martinez, o=C.P.M., ou=Development Services, email=Pablo.Martinez@cpm.com, c=US
 Date: 2020.01.03 10:55:33 -0600



BASS & WELSH ENGINEERING
 75 SURREY HILL, NO. 100021-00, TX DEVELOPMENT, INC. NO. 19235
 7-521, 3001 S. RICHIE STREET, DALLAS, TEXAS 75246
 CAULLEN SOUTH UNIT 1
 CORPUS CHRISTI, TEXAS CO., TX
 PAVING GRADING AND DRAINAGE PLAN
 STREET AND STORM SEWER PROFILES
 DATE: 12/04/19
 DRAWN BY: J. W. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



Pablo G. Martinez, P.E., C.P.M.

Design prepared by Pablo G. Martinez, P.E., C.P.M. for the construction of the sanitary sewer system. The construction shall be in accordance with the standards of the City of Corpus Christi, Texas. Date: 08/20/2019 (10:17:48 AM)

BAISS & WELSH ENGINEERING
 1751 S. ALAMOSA STREET, CORPUS CHRISTI, TEXAS 78404
 PUBLIC IMPROVEMENTS TO
 CORPUS CHRISTI, NUECES CO., TX
 SANITARY SEWER AND WATER
 PLAN AND PROFILE

DATE: 08/20/2019
 TIME: 10:17:48 AM
 SHEET: 14 OF 14



12/20/19

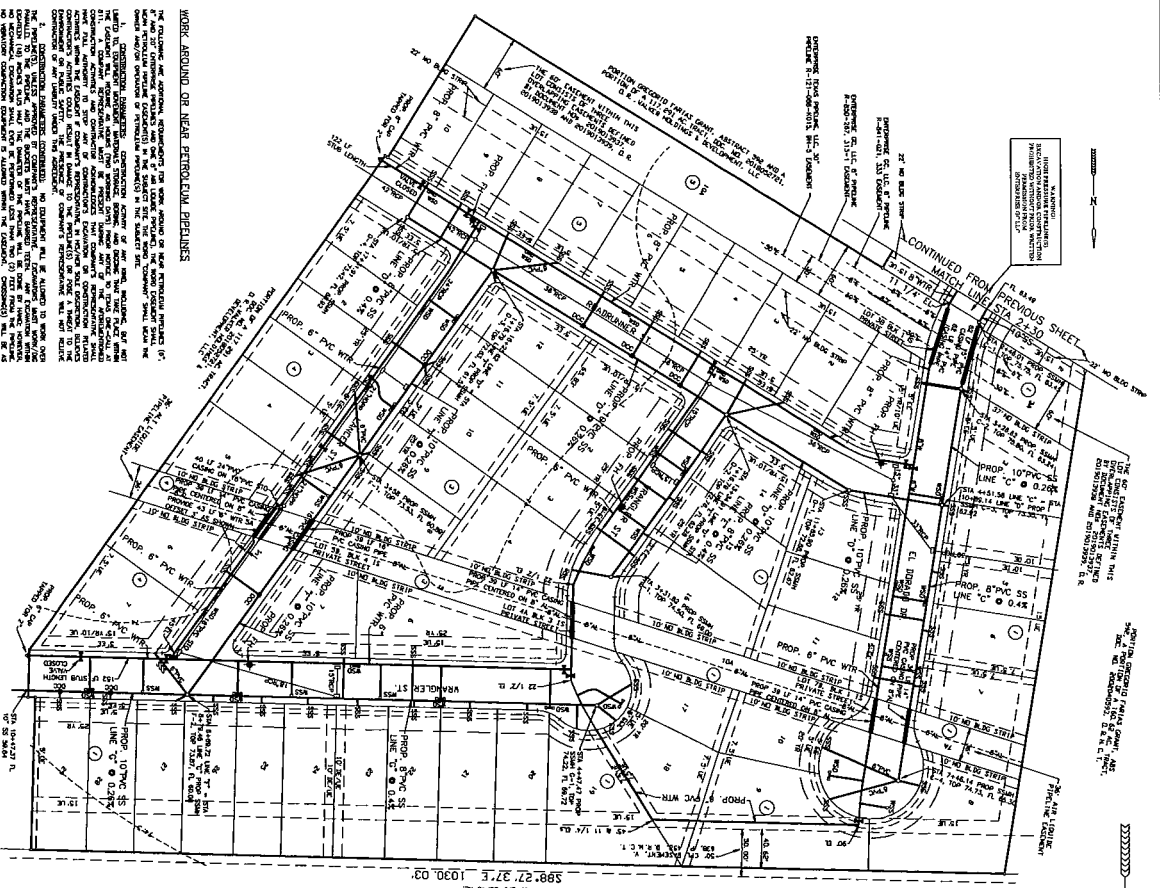
WORK AROUND OR NEAR PETROLEUM DEPLENS

BEFORE ANY WORK IS PERFORMED IN OR AROUND ANY PETROLEUM DEPLENS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Pablo G. Martinez, P.E., C.P.M.

SENIOR PROJECT MANAGER

SENIOR PROJECT MANAGER



WORK AROUND OR NEAR PETROLEUM DEPLENS (CONTINUED)

BEFORE ANY WORK IS PERFORMED IN OR AROUND ANY PETROLEUM DEPLENS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

San Antonio

12/04/19

BASS & WELSH ENGINEERING

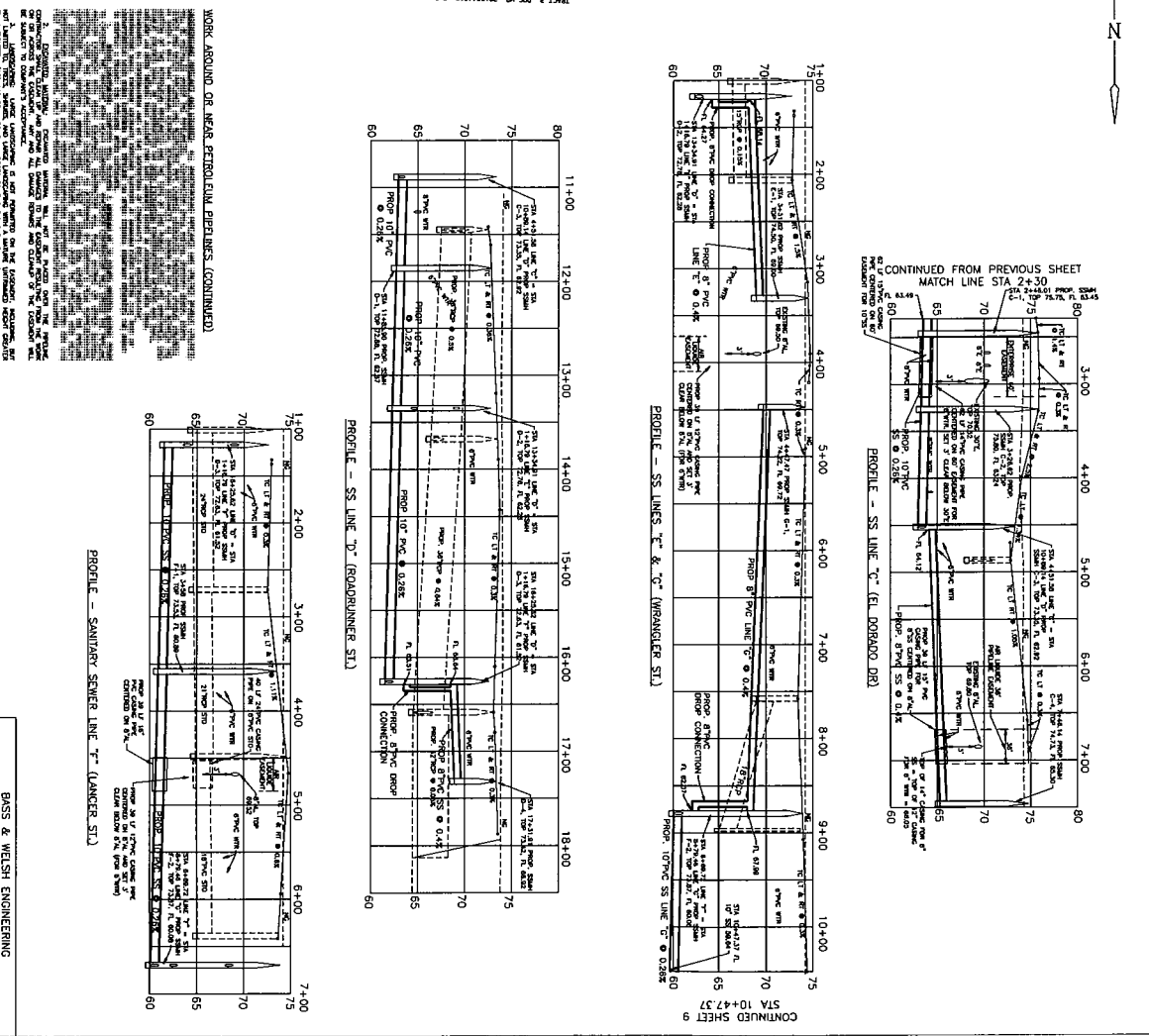
1700 W. WILSON ST. SUITE 1000

ARLINGTON, TEXAS 76010

761-233-5555

San Antonio

12/04/19



Sanitary Sewer and Water Plan and Profile

PROJECT NO. 100000-00-19

SHEET NO. 100000-00-19

DATE: 12/04/19

CL US77/1869
 (NEW) 12/21/19

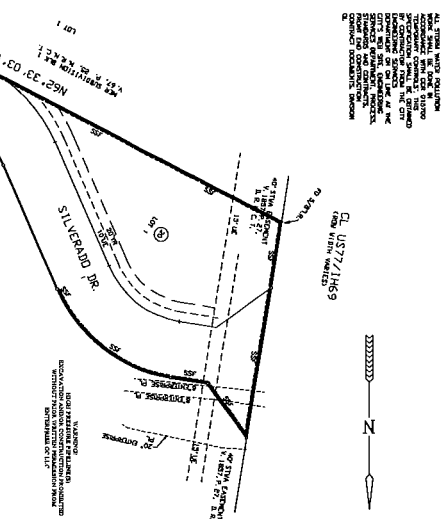
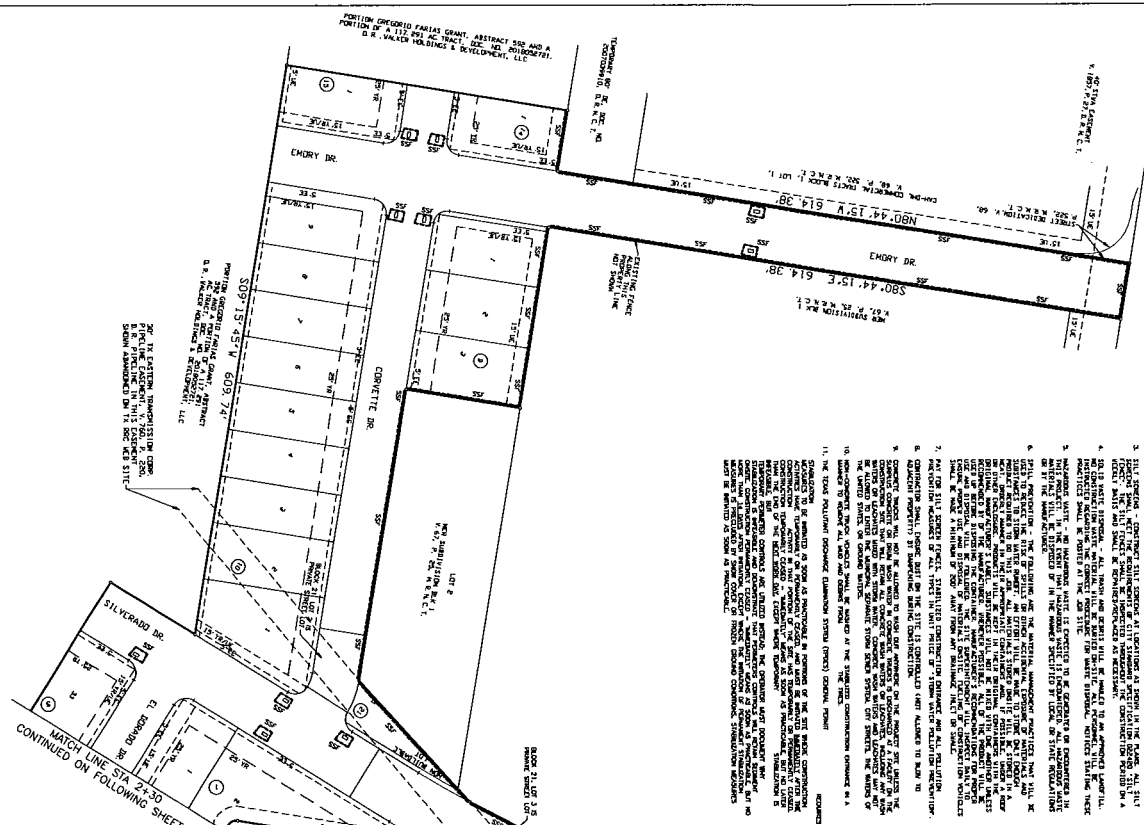
POLLUTION PREVENTION NOTES

1. CONTAINMENT OF OILS, GREASES AND SOLIDS IN CONSTRUCTION AREAS. THE POLLUTION PREVENTION PLAN SHALL REQUIRE THE INSTALLATION OF CURBS AND BARRIERS TO PREVENT OILS, GREASES AND SOLIDS FROM ENTERING THE WATER COURSE AT THE CONSTRUCTION SITE. POLLUTION PREVENTION MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
2. CONSTRUCTION POLLUTION PREVENTION. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. POLLUTION PREVENTION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. POLLUTION PREVENTION MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
3. EROSION CONTROL. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
4. SEDIMENT CONTROL. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SEDIMENT CONTROL MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
5. SLOPE PROTECTION. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. SLOPE PROTECTION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SLOPE PROTECTION MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
6. STORM WATER POLLUTION PREVENTION. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. STORM WATER POLLUTION PREVENTION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. STORM WATER POLLUTION PREVENTION MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
7. WASTE MANAGEMENT. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. WASTE MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. WASTE MANAGEMENT MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
8. AIR QUALITY. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. AIR QUALITY MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. AIR QUALITY MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
9. NOISE. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. NOISE MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. NOISE MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
10. SAFETY. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS. SAFETY MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SAFETY MEASURES SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
11. THE POLLUTION PREVENTION PLAN SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REINSTALLED IMMEDIATELY UPON COMPLETION OF THE PROJECT.

SEDIMENTATION SCREENING ENGINEERING

FOR THE CONSTRUCTION OF THE PROJECT
 12/21/19

ALL ITEMS WITH QUANTITIES IN PARENTHESES ARE TO BE SUPPLIED BY THE CONTRACTOR. ITEMS WITH QUANTITIES IN PARENTHESES ARE TO BE SUPPLIED BY THE CONTRACTOR. ITEMS WITH QUANTITIES IN PARENTHESES ARE TO BE SUPPLIED BY THE CONTRACTOR.



ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	SEDIMENTATION BASIN	1	SQ	1000	1000
2	CONCRETE	1	CU YD	100	100
3	REINFORCING	1	TON	100	100

ITEMS AND SERVICE TENDERS

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	1" PFC	148	LF	1.50	222
2	2" PFC	148	LF	2.00	296
3	3" PFC	148	LF	2.50	370
4	4" PFC	148	LF	3.00	444
5	5" PFC	148	LF	3.50	518
6	6" PFC	148	LF	4.00	592
7	7" PFC	148	LF	4.50	666
8	8" PFC	148	LF	5.00	740
9	9" PFC	148	LF	5.50	814
10	10" PFC	148	LF	6.00	888
11	11" PFC	148	LF	6.50	962
12	12" PFC	148	LF	7.00	1036

OTHER MATERIALS AND SERVICES

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	SEDIMENTATION BASIN	1	SQ	1000	1000
2	CONCRETE	1	CU YD	100	100
3	REINFORCING	1	TON	100	100

SEDIMENTATION BASIN

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	SEDIMENTATION BASIN	1	SQ	1000	1000
2	CONCRETE	1	CU YD	100	100
3	REINFORCING	1	TON	100	100

SEDIMENTATION BASIN

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	SEDIMENTATION BASIN	1	SQ	1000	1000
2	CONCRETE	1	CU YD	100	100
3	REINFORCING	1	TON	100	100



BASS & WELSH ENGINEERING
 1717 S. GUYTON AVE. SUITE 100
 CORPUS CHRISTI, TEXAS 78404
 P: 361.835.1111
 WWW.BASSANDWELSH.COM

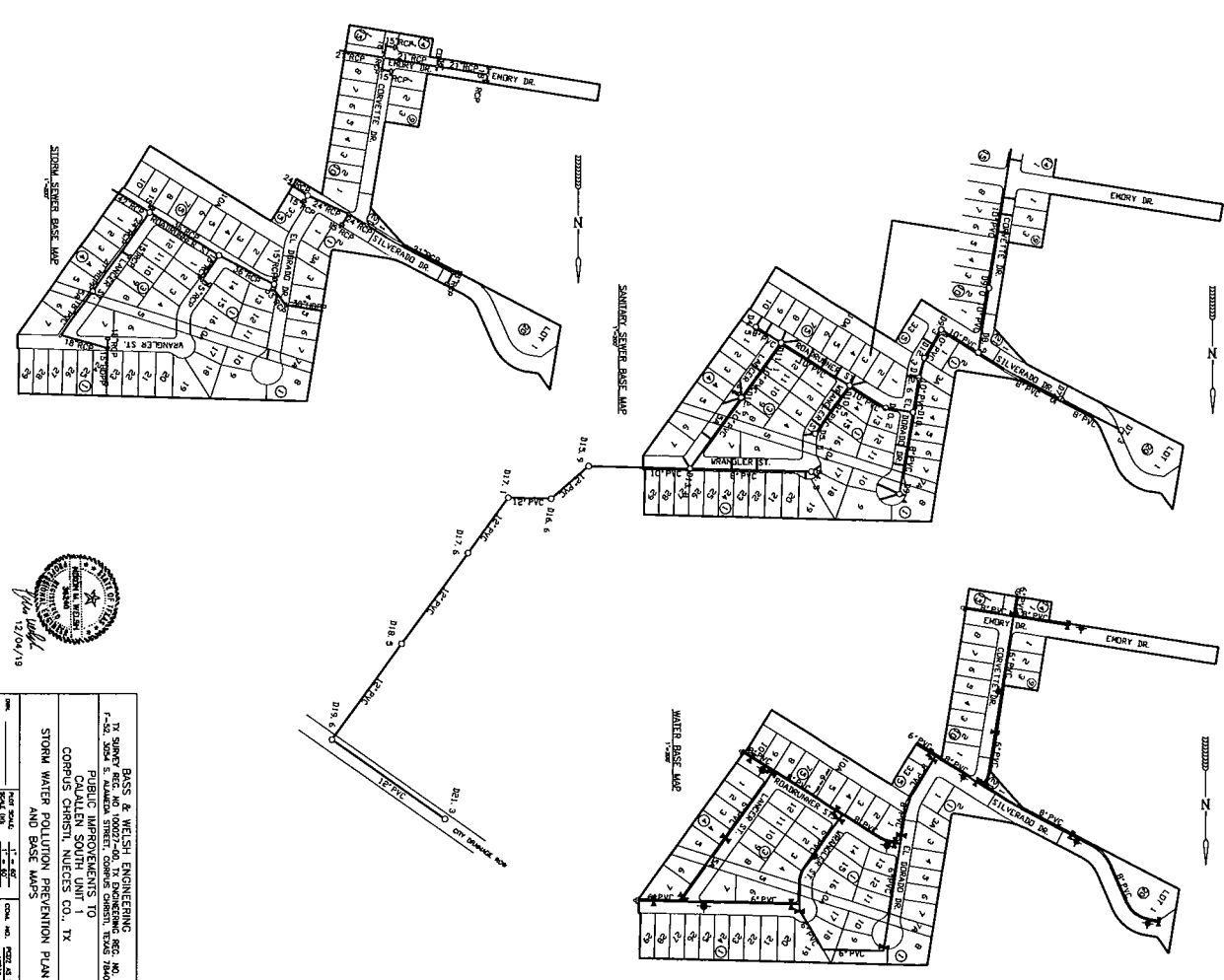
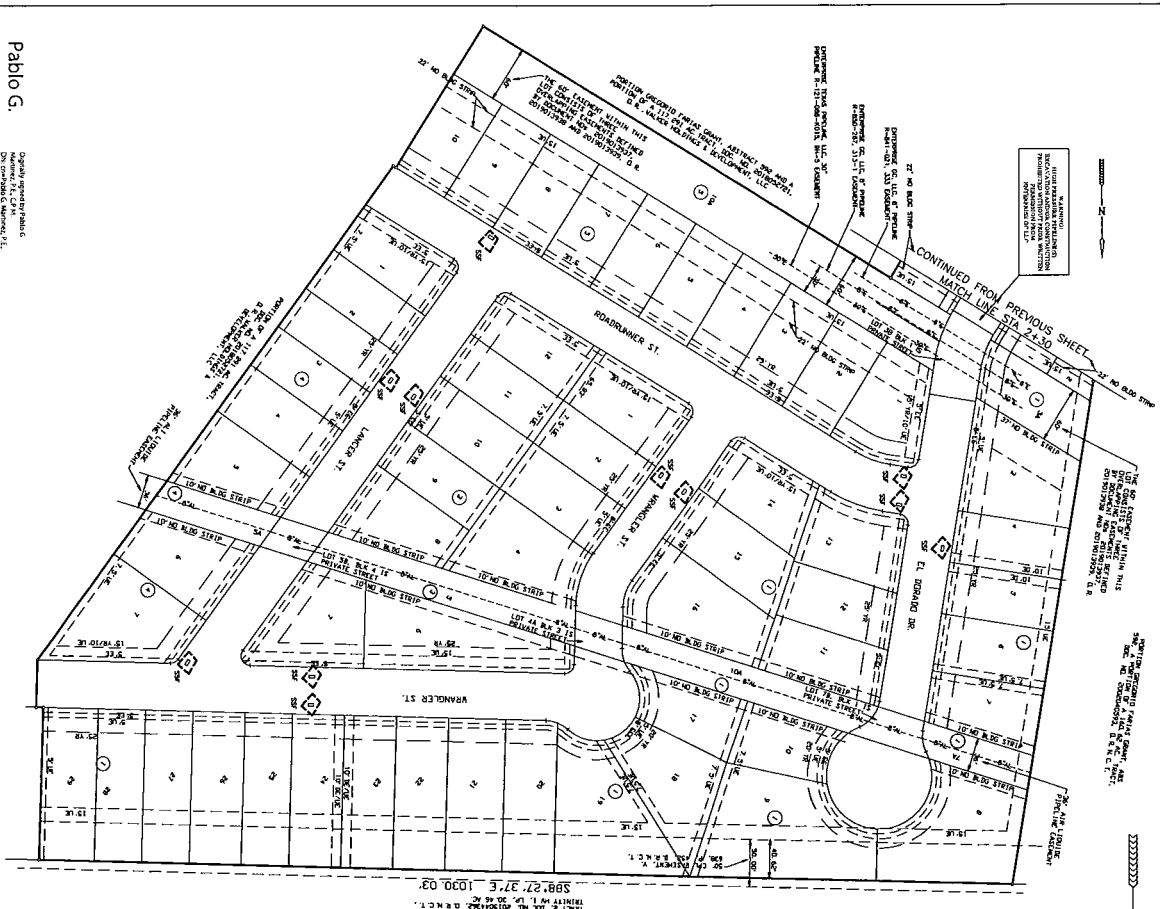
PUBLIC IMPROVEMENTS TO
STORM WATER POLLUTION PREVENTION PLAN
ESTIMATE SUMMARY

DATE: 12/21/19
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET: 5 OF 11

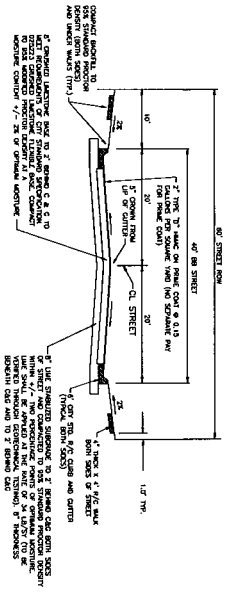
Pablo G. Martinez, P.E., C.P.M.
 12/21/19

Pablo G. Martinez, P.E., C.P.M.

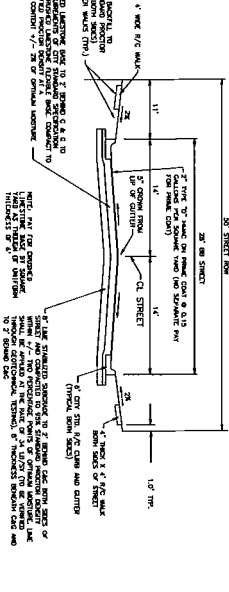
Design Engineer/Plumber
 2100 West Loop West, Suite 100
 Houston, Texas 77056
 Phone: 713-866-1111
 Fax: 713-866-1112
 Email: pablo@martinezpe.com



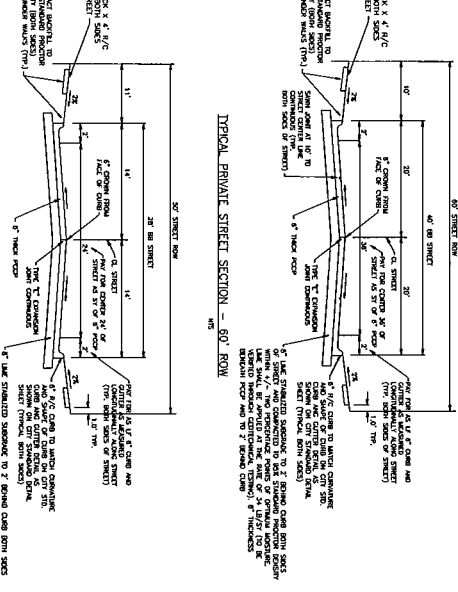
PLANS & SPECIFICATIONS FOR
 STORM WATER POLLUTION PREVENTION PLAN
 FOR THE
 PROJECT
 12/04/19



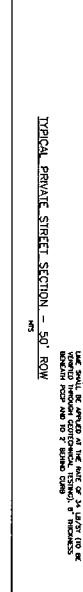
TYPICAL PUBLIC STREET SECTION - 60' ROW



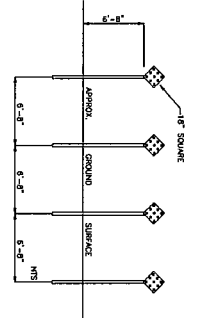
TYPICAL PUBLIC STREET SECTION - 50' ROW



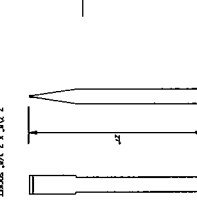
TYPICAL PRIVATE STREET SECTION - 60' ROW



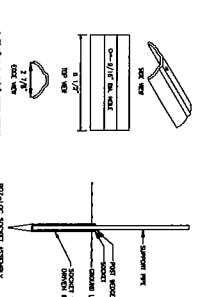
TYPICAL PRIVATE STREET SECTION - 50' ROW



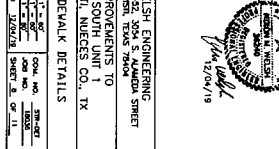
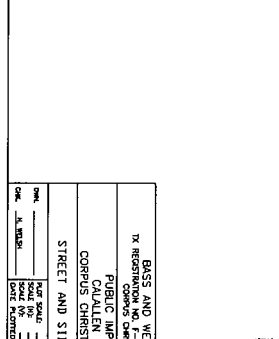
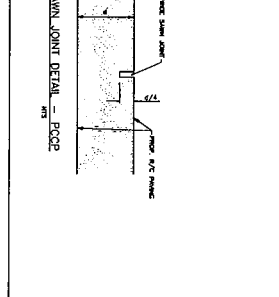
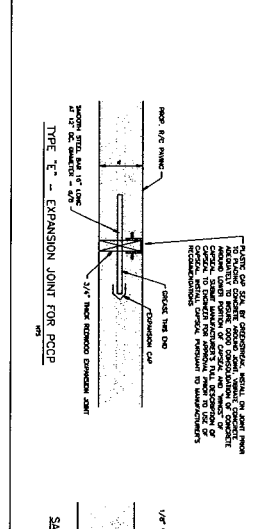
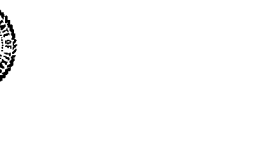
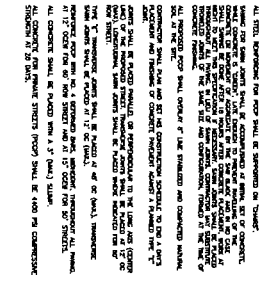
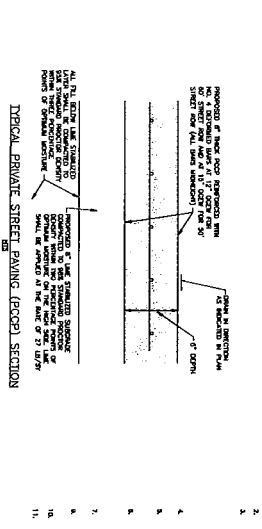
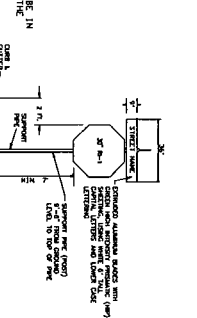
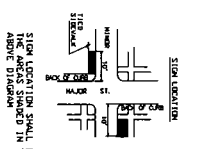
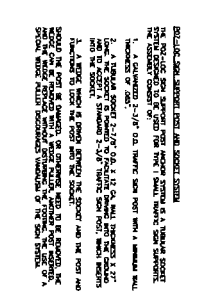
DETAIL - END OF ROAD BARRICADE INSTALLATION (TYPE 0M - 4R OBJECT MARKERS)



2.0M x 2.0M x 1.0M SIGN SUPPORT ASSEMBLY



2.0M x 2.0M x 1.0M SIGN SUPPORT ASSEMBLY



- PORTLAND CEMENT CONCRETE PRIVATE STREET PAVING (PCPE) NOTES**
1. PCC SHALL BE PORTLAND CEMENT CONCRETE.
 2. ALL STEEL REINFORCEMENT SHALL BE SCHEDULED 40.
 3. ALL REINFORCEMENT SHALL BE PLACED IN THE TOP OF THE CONCRETE.
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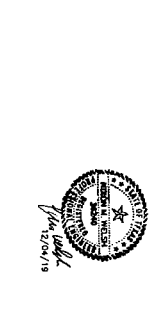
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BASS AND WELSH ENGINEERING
 1711 REGISTRATION NO. F-252 2024 S. ALAMDA STREET
 FORT WORTH, TEXAS 76104
 CORPUS CHRISTI, NILESSES CO., TX

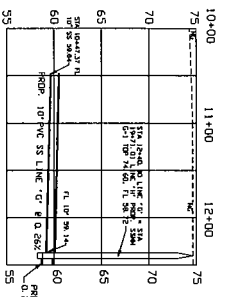
STREET AND SIDEWALK DETAILS

DATE: 11/15/2023
 DRAWN BY: J. W. BASS
 CHECKED BY: J. W. BASS
 SCALE: AS SHOWN
 SHEET NO.: 0030
 TOTAL SHEETS: 0030



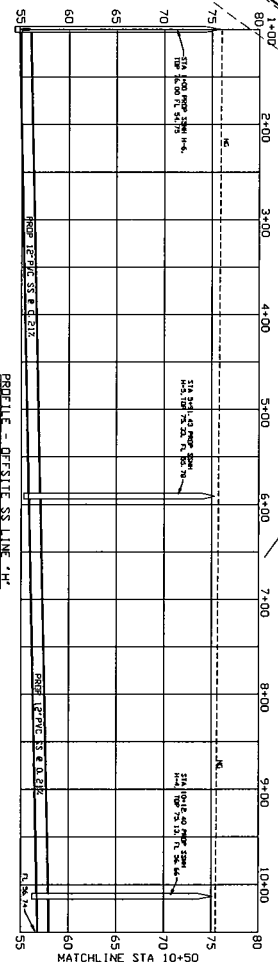
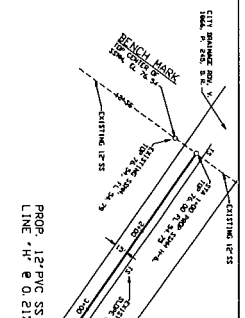
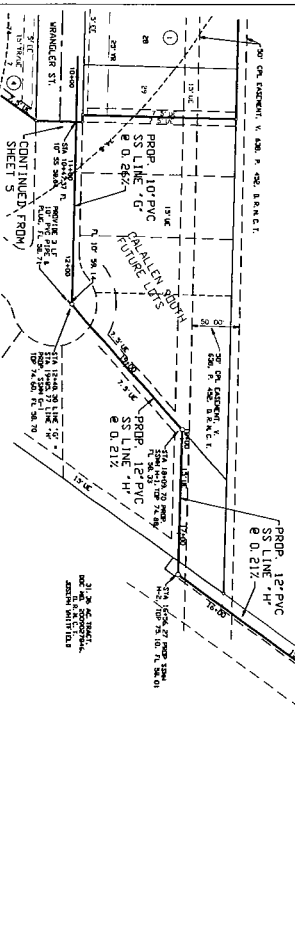
Pablo G. Martinez, P.E.
 12345 Main Street
 Fort Worth, TX 76104
 (817) 123-4567
 pmartinez@bassandwelshe.com

DESIGNED BY: Pablo G. Martinez
 CHECKED BY: Pablo G. Martinez
 DATE: 11/15/2023

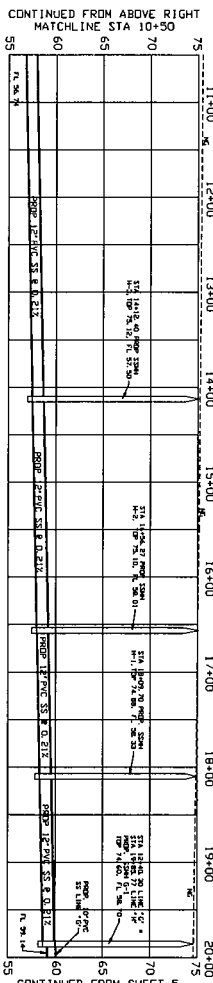


PROFILE - SS LINE - 10' PVC
(ARMSHOLE STREET AND OFFSITE)

MANHOLE NO. 105000000
D.M.C. 11-20-18



PROFILE - OFFSITE SS LINE - 12' PVC



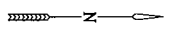
PROFILE - OFFSITE SS LINE - 12' PVC (CONTINUED)

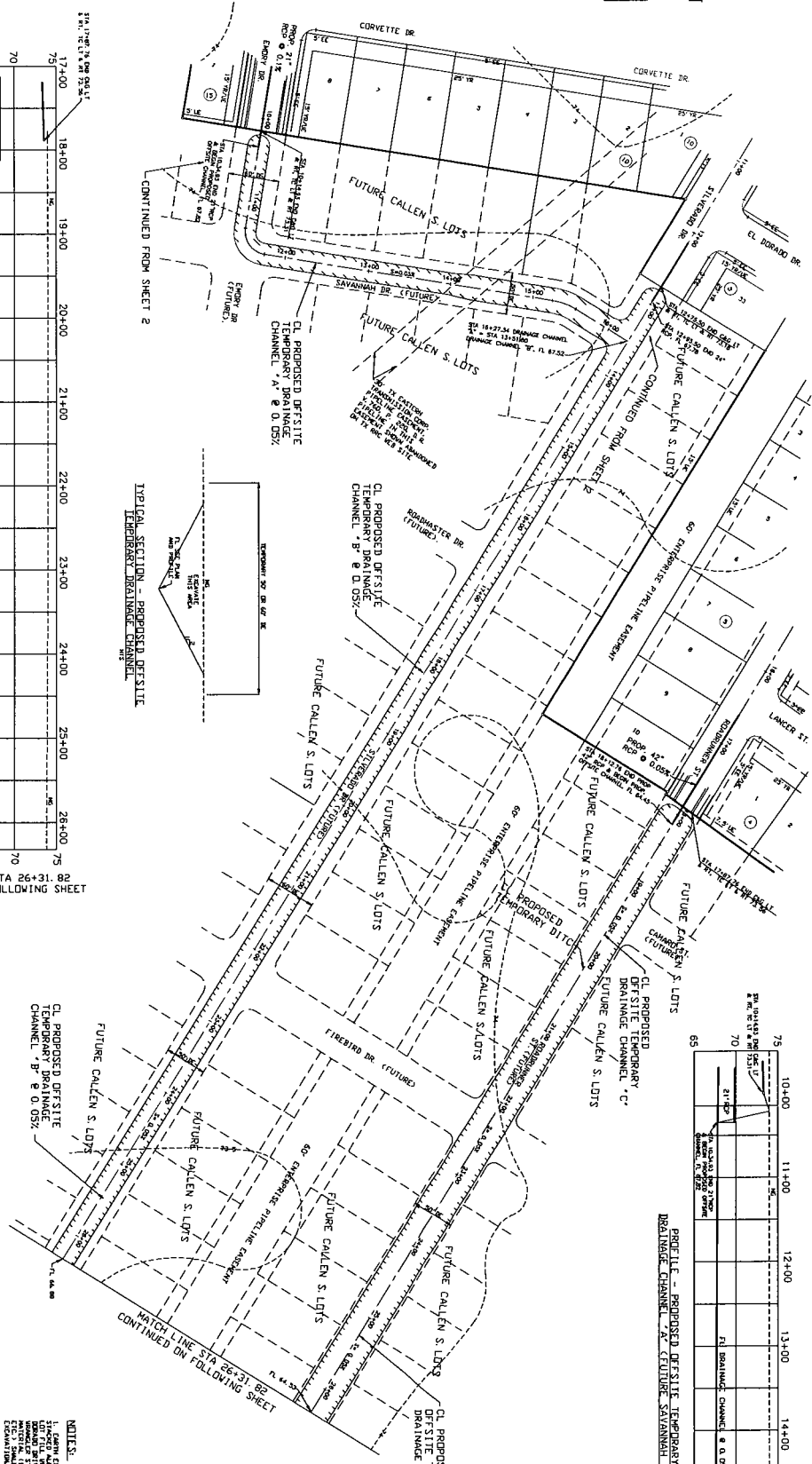
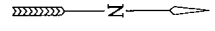


12/04/18

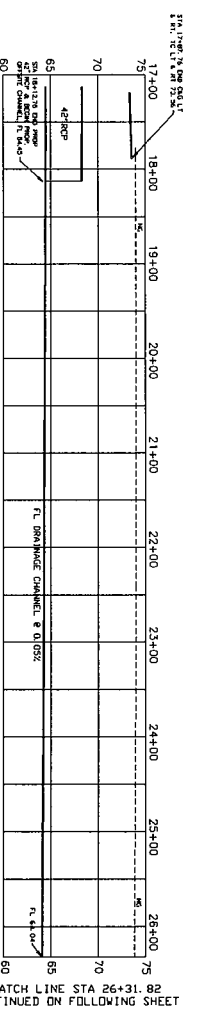
BASE & WELSH ENGINEERING PUBLIC IMPROVEMENTS TO SANITARY SEWER SYSTEM CORPUS CHRISTI, TEXAS CO., TX	
DATE SCALE: 1"=20' DATE FOR: 12/04/18 PROJECT NO.: 180000000	DRAWING NO.: 180000000 SHEET NO.: 180000000

Pablo G. Martinez, P.E., C.P.M.
 Duly Licensed Professional Engineer
 State of Texas License No. 120418
 Date: 12/04/18 10:59:15 -0500

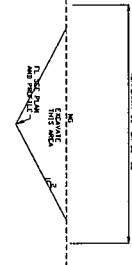




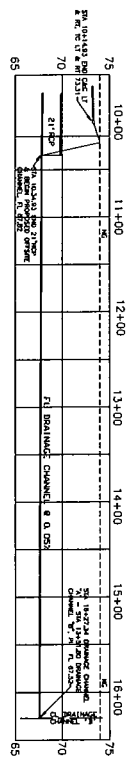
PROFILE - PROPOSED DEFISTITE TEMPORARY DRAINAGE CHANNEL - 'C' (FUTURE SAVANNAH DR)



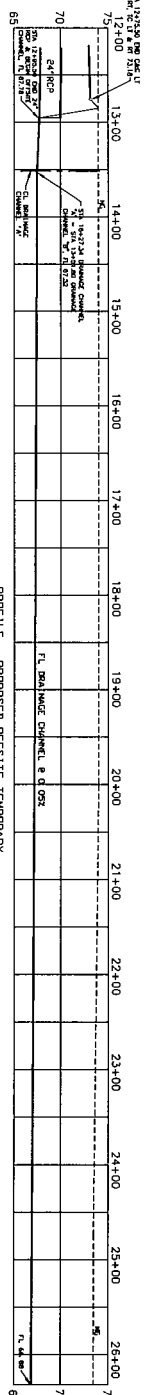
TYPICAL SECTION - PROPOSED DEFISTITE TEMPORARY DRAINAGE CHANNEL



PROFILE - PROPOSED DEFISTITE TEMPORARY DRAINAGE CHANNEL - 'A' (FUTURE SAVANNAH DR)



PROFILE - PROPOSED DEFISTITE TEMPORARY DRAINAGE CHANNEL - 'B' (FUTURE SILVERADO DR)



MATCH LINE STA 26+31.82 CONTINUED ON FOLLOWING SHEET

NOTES:

1. GRANITE CURBING FROM CHANNEL 'S' SHALL BE INSTALLED AT THE END OF EACH CHANNEL TO PREVENT EROSION AND TO PROVIDE A FINISHED END FOR THE CHANNEL.
2. CHANNELS SHALL BE CONSTRUCTED TO A MINIMUM OF 18" DEPTH AND 18" WIDTH.
3. CHANNELS SHALL BE CONSTRUCTED TO A MINIMUM OF 4% SLOPE.
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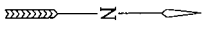


Pablo G. Martinez, P.E., C.P.M.

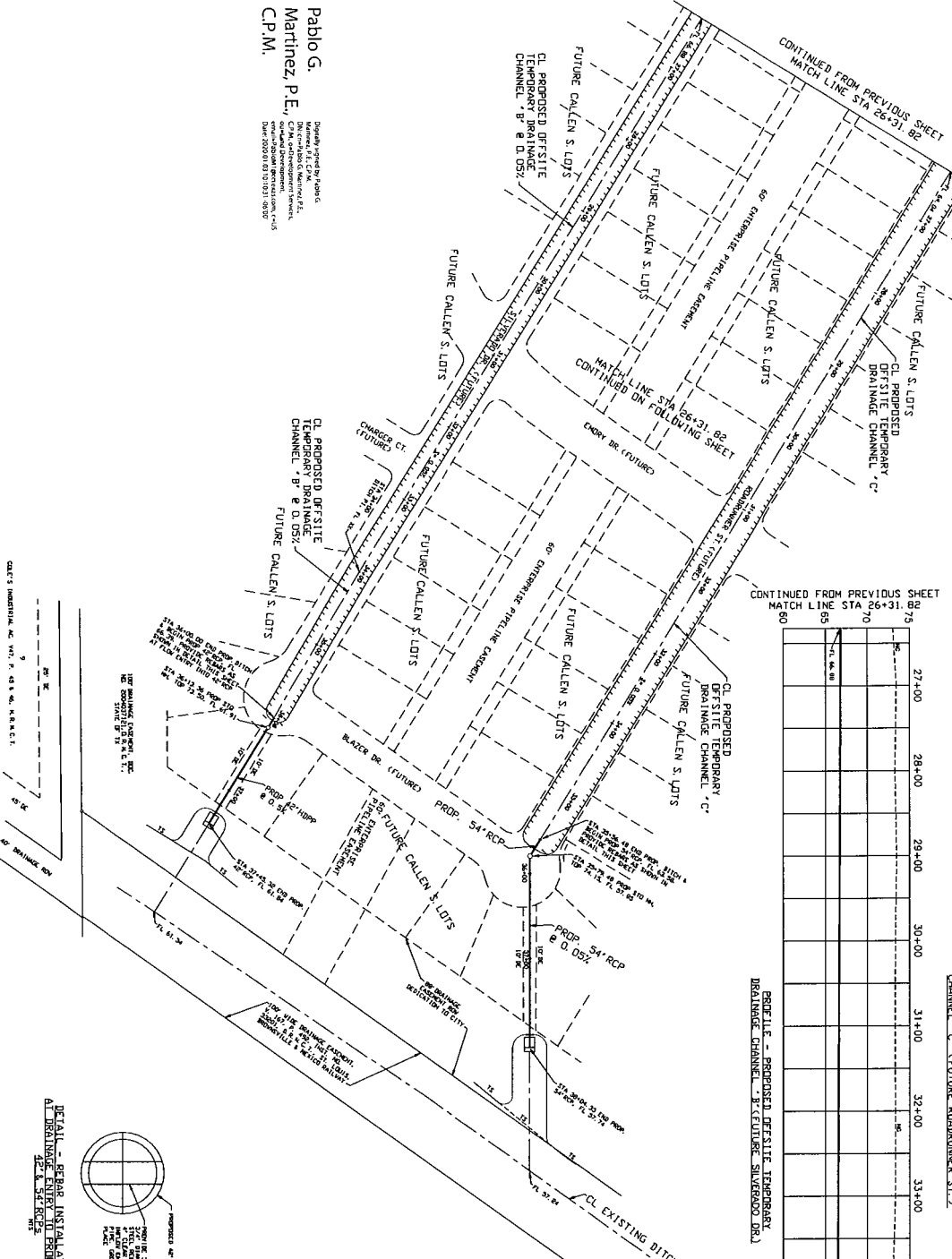
Drawn by: [Name]
 Checked by: [Name]
 Date: 12/04/19

BASS & WELSH ENGINEERING
 1700 W. 14TH ST., SUITE 100, FORT WORTH, TX 76104
 PUBLIC INTERPRETATION NO. 17008
 CALLIEN SOUTH UNIT 1
 CORPUS CHRISTI, NEJECOS CO., TX

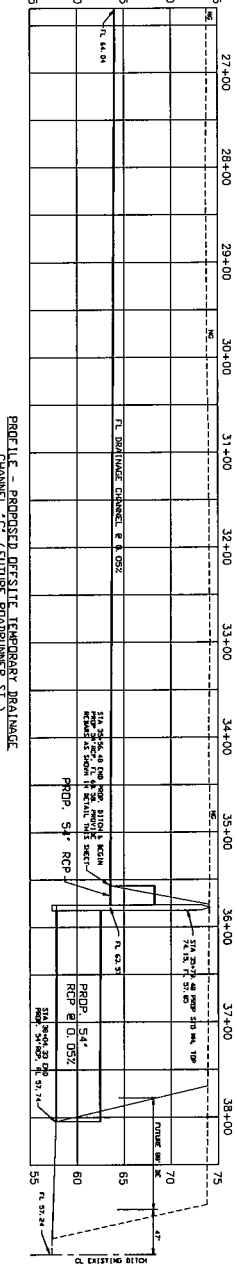
OFFSITE STORM SEWER PLAN AND PROFILE
 DATE: 12/04/19
 SHEET NO. 11



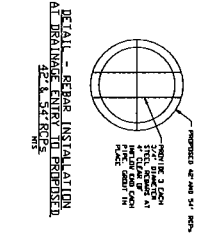
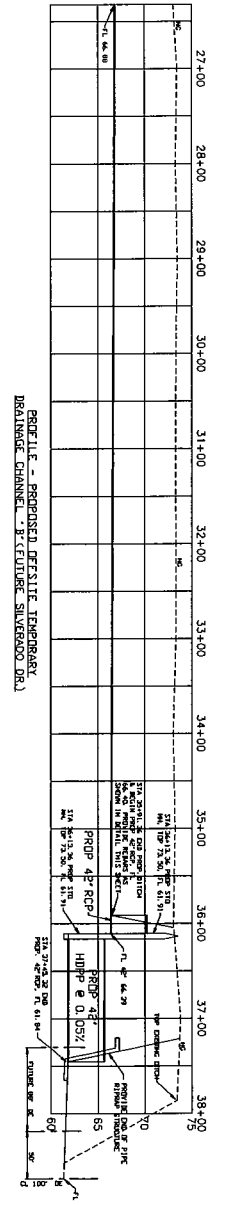
Pablo G. Martinez, P.E., C.P.M.
 Designer/Engineer/Planner
 200000101151031-0800



CONTINUED FROM PREVIOUS SHEET
 MATCH LINE STA 26+31.82

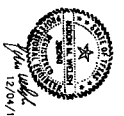


CONTINUED FROM PREVIOUS SHEET
 MATCH LINE STA 26+31.82



DETAIL - REPAIR INSTALLATION
 AT DRAINAGE ENTRY TO PREPARED
 48" & 54" RCP

BAAS & WELSH ENGINEERING
 7-521, 3001 S. ALAMOSA STREET, CORPUS CHRISTI, TEXAS 78404
 PABLO G. MARTINEZ, P.E.
 CORPUS CHRISTI, TEXAS 78404



DATE	11-1-12	SCALE	AS SHOWN
BY	P.G.M.	CHECKED	P.G.M.
APP'D		DATE	11/1/12

NIXON M. WELSH, P.E., R.P.L.S.
Email: NixMW@aol.com

BASS WELSH ENGINEERING
TX Registration No. F-52
Survey Registration No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

3054 S. Alameda St.
361 882-5521~ FAX 361 882-1265

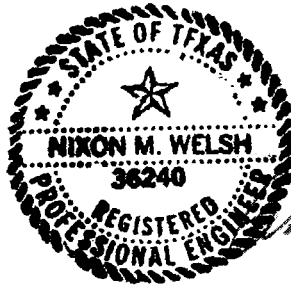
18036-SS REIMB
10/4/19

CALLEN SOUTH UNIT 1
SANITARY SEWER REIMBURSEMENT ESTIMATE

SANITARY SEWER ITEMS REIMBURSABLE BY CITY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	12" PVC PIPE	1551	LF	95.00	147,345.00
2.	MANHOLE, FIBERGLASS, 5' DIA	5	EA	7,000.00	35,000.00
3.	DEWATERING FOR 12"PVC PIPE	1551	LF	30.00	46,530.00

TOTAL SANITARY SEWER ITEMS	\$	228,875.00
10% ENGINEERING & SURVEYING		<u>22,887.50</u>
SUBTOTAL	\$	251,762.50
LESS SANITARY SEWER ACREAGE FEE		<u>(36,368.65)</u>
TOTAL AMOUNT REIMBURSEMENT	\$	215,393.85

MAXIMUM AMOUNT REIMBURSABLE = 12"X50% X 36,368.65=
\$218,211.90



A handwritten signature in black ink, appearing to read "N. Welsh", written over the right side of the professional seal.

Exhibit 4



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: WALKER HOLDINGS & DEVELOPMENT, LLC
STREET: 3540 AGNES ST **CITY:** Corpus Christi **ZIP:** 78405
FIRM is: Corporation Partnership Sole Owner Association Other _____

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>NONE</u>	<u>N/A</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>NONE</u>	<u>N/A</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>NONE</u>	<u>N/A</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>NONE</u>	<u>N/A</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: LANCE WALKER **Title:** MEMBER
 (Print)

Signature of Certifying Person:  **Date:** 5-30-19