

WASTEWATER TRUNK LINE CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This Wastewater Trunk Line Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and (**Saratoga 400 Partners, LLC**), ("Developer/Owner"), a Domestic 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 **September 7, 2002** to develop a tract of land, to wit approximately 257.69 acres known as Saratoga Ridge located off Saratoga Blvd, between Old Brownsville Rd and Greenwood Rd 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 Trunk Line ("Wastewater Improvements");

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

WHEREAS, it is to the best interest of the City that the Wastewater Improvements 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 Trunk System Trust Fund and are appropriated by the City Council;

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Wastewater Improvements, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, the Wastewater Trunk System Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements; and

WHEREAS, Developer/Owner may be paid when assets of the Wastewater Trunk System Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.2. E.

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.

- a. 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.

- b. The Wastewater Sanitary Sewer Trunk Line Trust Fund was established by Ordinance No. 17396 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and continues pursuant Texas Local Government Code §395.001(4)(C). The revenue generated for funding and continuation of the Wastewater Sanitary Sewer Trunk Line Trust Fund is subject to legislation of the State of Texas and the City of Corpus Christi. Nothing in this agreement guarantees neither the continuation nor future revenues of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The City is not liable for modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The Developer/Owner agrees that any modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund is a legislative action and does not constitute a breach of trust, an act of bad faith, an intentional or reckless indifference to the interest of a beneficiary, or a profit derived by the trustee from a breach of trust.

2. 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 Wastewater Improvements, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

A. SANITARY SEWER IMPROVEMENTS:					
A1	Clearing	LS	1	\$25,000	\$25,000
A2	18" PVC SDR-26 (14'-18' Cut)	LF	2,400	\$365	\$876,000
A3	24" PVC SDR-26 (14'-20' Cut)	LF	2,130	\$420	\$894,600
A4	36" Bore, Steel Pipe (Casing Only)	LF	130	\$1,200	\$156,000
A5	5' Diameter Manhole	EA	10	\$30,000	\$300,000
A6	Tie to Ex. Manhole	EA	1	\$15,000	\$15,000
A7	18" Cap	EA	1	\$2,000	\$2,000
A8	OSHA Trench Protection	LF	4,660	\$5	\$23,300
A9	Embedment	LF	4,660	\$6	\$27,960
A10	Entry Bore Pit	LS	1	\$20,000	\$20,000
A11	Exit Bore Pit	LS	1	\$5,000	\$5,000
A12	Utility Adjustment Allowance	LS	1	\$50,000	\$50,000
A13	Temporary Construction Easement Acquisition For Bores	LS	1	\$10,000	\$10,000
A14	Traffic Control	LS	1	\$150,000	\$150,000
A15	Well Pointing	LF	4,660	\$95	\$442,700
A16	Mobilization (5%)	LS	1	\$150,000	\$150,000
A17	Insurance Bonding (2%)	LS	1	\$60,000	\$60,000
SUBTOTAL PART A: SANITARY SEWER IMPROVEMENTS					\$3,207,560
OPCC Summary					
SUBTOTAL PART A: SANITARY SEWER IMPROVEMENTS					\$3,207,560
SUBTOTAL PART B: CONTINGENCY @15%					\$481,134
SUBTOTAL PART C: TOTAL CONSTRUCTION COST					\$3,688,694
SUBTOTAL PART D: SOFT COST @12% (ENGINEERING, TESTING & SURVEYING)					\$442,643
TOTAL COST FOR SANITARY SEWER IMPROVEMENTS					\$4,131,000

- 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

3. REIMBURSEMENT.

- a. The cost for the total cost for the Wastewater Improvements is \$4,131,000.00. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund and the appropriation of funds, the City will reimburse the developer up to an amount not to exceed \$4,131,000.00 as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this agreement, 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 on Form provided by the Development Services Department.
 - 2. Contractor and professional services invoices detailing work performed.
 - 3. 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.
- d. 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.
- e. 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.
- f. 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.

4. PAYMENTS, CREDITS, AND DEFERRED REIMBURSEMENT.

- a. 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 Trunk System Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.2. Pursuant UDC §8.5.2. E., priority is determined according to the date the reimbursement agreement is approved by the City Council.
- b. Payments will not be paid when funds are not available in the Wastewater Trunk System Trust Fund. Payments may be made when monies are available in and appropriated from the Wastewater Trunk System Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.2. E.
- c. If the developer is owed funds from the Wastewater Trunk System Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.2. E. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Wastewater Trunk System Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the wastewater trunk line for which the credit was given, and an extension of the trunk line was not required to serve the land.

5. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Improvements under the approved plans and specifications within 24 months from the date of City Council approval of this agreement.

6. 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:

**Saratoga 400 Partners, LLC
5337 Yorktown Blvd, Suite 10
Corpus Christi, Texas 78413**

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.

7. REQUIRED CONSTRUCTION. Developer/Owner shall construct the Wastewater Improvements 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.

8. SITE IMPROVEMENTS. Prior to the start of construction of the Wastewater Improvements, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Improvements. 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.

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

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

11. 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.

12. 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 by the 40th calendar day after the date of approval by City Council.

- c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Improvements under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

13. 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 Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 6, of the need to perform the obligation or duty, and should 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 Developer/Owner by reducing the reimbursement amount due 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.

14. 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.

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

16. 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, then 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.

17. DEDICATION OF WASTEWATER IMPROVEMENTS. Upon completion of the construction, dedication of Wastewater Improvements will be subject to City inspection and approval.

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

19. 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 attorneys 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.

20. 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.

21. 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**.

22. 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>.

23. 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>

24. 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.

25. 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.

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

Albert J. Raymond III, AIA, CBO
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

EXHIBIT 1



Reimbursement Agreement Application



2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | Fax: 361.826.4375 | contractsandagreements@cctexas.com

Date of Application: 8/15/2023

Approved Plat Name: Saratoga Ridge Subdivision (Master Preliminary Plat)

Public Improvements ~~Deferred~~: to be Reimbursed. Water and wastewater

Approved Public Improvement Plans: Y N Submitting Design Memo

Cost Estimate for ~~Deferred~~ Public Improvements: Attached

Ownership and authorized signatories to enter into the agreement:

Owner: Saratoga 400 Partners, LLC

Fred Braselton, President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd., member of Saratoga 400 Partners, LLC

Vahid Rezaei - Nazari (Vic) - Director of MVR Construction Company, member of Saratoga 400 Partners, LLC

Contact Information

Name: Fred Braselton / Vahid Rezaei - Nazari (Vic)

E-mail address: Fred@brasdev.com / mvr.corp@yahoo.com

Phone Number:

(361) 991-4710 (Fred) (361)877-8243 (Vic)

Preferred Method of Contact: Email Phone Other

If other, provide detail:

Company Name entering into the agreement:

Saratoga 400 Partners, LLC

Company Address:

5337 Yorktown Boulevard, Suite 10D

Corpus Christi, Texas 78413

Fred Braselton, President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd., member of Saratoga 400 Partners, LLC

Applicant's Signature & Title

Vahid Rezaei - Nazari (Vic) - Director of MVR Construction Company, member of Saratoga 400 Partners, LLC

Applicant's Signature & Title

Submit Application Electronically to: contractsandagreements@cctexas.com

Mail to:

Development Services
Attn: Business Manager
2406 Leopard St. Suite 100
Corpus Christi, Texas 78408

EXHIBIT 2

EXHIBIT 3

***SANITARY SEWER GRAVITY MAIN AND WATERLINE
TO SERVE
SARATOGA RIDGE SUBDIVISION***

DESIGN MEMORANDUM

November 2023

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INFORMATION
PURPOSES ONLY
D. SCOTT JONES, P.E. 81986
November 21 2023

PREPARED BY:

URBAN
ENGINEERING

DCCM

2725 Swantner St. • Corpus Christi, Texas 78404
Phone: (361) 854-3101 • FAX (361) 854-6001

Job No. 43549.C2.00

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- D. 1997 B&V Master Water Plan
- E. Overall Water & Sanitary Sewer Layout Exhibit

Executive Summary

The following is the Executive Summary for the plan submission for the Saratoga Ridge Subdivision Sanitary Sewer and Water Improvements. This project involves the installation of gravity sanitary sewer and manholes and water line.

There is a proposed single family residential development located approximately 3200 feet southeast of Old Brownsville Rd (See Site Location). Currently there is no gravity sanitary sewer in this area. There is a 6-inch diameter sanitary sewer force main adjacent to the proposed development. The 6-inch force main runs along Saratoga Boulevard and eventually discharges into the Greenwood Wastewater Treatment Plan. There is an existing wastewater manhole on the south side of Saratoga Boulevard at the intersection at Calle Cuernavaca and Saratoga Boulevard. The existing line is sized per the current wastewater master plan. Our intention is to continue the line per the master plan west down Saratoga Blvd to the proposed development.

The proposed development includes approximately 257 acres of single-family residential homes with approximately 965 lots to be built in phases. The estimated wastewater demand is calculated to be 1,158,000 GPD. The estimated water demand is calculated to be 833,760 GPD. See SECTION V for the design flow calculations.

The design of the gravity line will follow criteria established by TCEQ in TAC 30 Chapter 217. Material for the gravity main line will be PVC (Green, C-900, DR 26). Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards.

Future development in this area will dictate when the lift station needs to be upgraded to be able to handle the future flow. Please see Exhibit B for the overall proposed services areas (Tract 1 is the proposed development-Saratoga Ridge Subdivision) and Exhibit C for the adopted City of Corpus Christi Wastewater Collection Master Plan, Greenwood WWTP Service Area, Area 5)

The proposed gravity sanitary sewer will start at an upstream point approximately 3,200 feet southeast of Old Brownsville Road and will extend from that point east where it will tie into an existing manhole. The proposed line will be installed along the front of the property. The proposed project will include approximately 2,970 linear feet of 18-inch diameter at 0.12% slope and 4,492 linear feet of 24-inch diameter at 0.08% slope gravity sanitary sewer and 5 feet diameter manholes at required depths to be built at master plan depths (Adopted City of Corpus Christi Wastewater Collection Master Plan, Greenwood WWTP Service Area, Area 5). The proposed gravity sanitary sewer will start with an upstream point fronting the property and will extend from that point east where it will tie into an existing manhole.

Along with the sanitary sewer line, a water line needs to be installed to serve the proposed development. The proposed project would include approximately 4,150 linear feet of 12-inch waterline. It shall tie into the existing 12-inch water line with a tap and saddle along County Road 37 and tie into an existing blowoff valve on the existing 42" CSCP waterline along County Road 35. It will cross under the existing pavement by boring enclosed in a 24-inch steel casing and tie into the existing blowoff valve on the 42-inch CSCP waterline located in County Road 35. The water line design will follow criteria established by City of Corpus Christi standards. Material for the water line will be PVC (Class 150 and DR 18) and the pipe shall meet the requirements of AWWA-C900. Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards. See Exhibit E for overall Water & Sanitary Sewer Layout.

SECTION I - Introduction

A. Purpose

The purpose of this project is to construct sanitary sewer and water infrastructure improvements to serve a proposed development. The proposed sanitary sewer infrastructure includes gravity sanitary sewer line.

There is a proposed development for a tract of land, project name Saratoga Ridge Subdivision along Saratoga Boulevard. Saratoga Boulevard adjacent to the proposed development is a TXDOT right of way 120 feet wide. Currently there are no gravity sanitary sewer lines in this area. There is an existing 6-inch sanitary sewer force mains and 54 inch water line lines on the north side of Saratoga Boulevard Island and an existing gas line to the south.

There currently is an adopted Sanitary Sewer collection plan for this area (City of Corpus Christi Sanitary Sewer Collection Master Plan, Greenwood WWTP Service Area, Area 5). As part of the master plan there is a proposed gravity line. As part of the proposed improvements, a segment of the permanent gravity sanitary sewer will be constructed. The upstream end manholes will be approximately 3,200 feet southeast from Old Brownsville Road. The downstream end of the proposed segment will tie into an existing manhole which will eventually flow to the existing Greenwood Sanitary Sewer treatment plant. See exhibit E for overall water & sanitary sewer layout.

The proposed improvements as part of this project will provide sanitary sewer service to not only the proposed Saratoga Ridge Subdivision development but also the future developments to the south of Saratoga Boulevard (see attached Exhibit B for service area boundary map).

There currently is a Water Master Plan for this area (1997 B&V Master Water Plan). Please see exhibit D for the Water Master Plan). This plan shows the 54-inch water line (transmission mains) which exists but does not show a distribution water main. To serve the proposed development we have proposed 12-inch water line which shall tie into the existing 12-inch water line with a tap and saddle along County Road 37 and tie into an existing blowoff valve on the existing 42" CSCP waterline along County Road 35. It will cross under the existing pavement by boring enclosed in a 24-inch steel casing and tie into the existing blowoff valve on the 42-inch CSCP waterline located in County Road 35. Fire Hydrants will be installed on the proposed 12-inch waterline every 300 feet. See attached Exhibit E for the proposed Overall Water & Sanitary Sewer Layout Exhibit for details.

SECTION II – Proposed Improvements

A. Gravity Sanitary Sewer

1. 18-inch and 24-inch diameter PVC pipes to be installed at master plan depths.
2. Manholes
Manholes for this project will be spaced at a maximum of 500 feet apart per TCEQ Chapter 217 requirements. All the manholes 15 feet and deeper and pipe sizes greater than 18-inch to and from the manhole will be 5 feet in diameter. Manholes will be fiberglass with wall thickness and construction to conform to City of Corpus Wastewater Standard Details and Specifications.

B. Water

1. 12-inch diameter PVC
All proposed PVC water lines will be installed according to City of Corpus Christi Water Standard depths.
2. Fittings
Fittings shall be either cast iron or ductile iron and shall conform to A.N.S.I. A21.10 and A.W.W.A. C-110 and C-153, Latest Edition.

SECTION III - Gravity Sanitary Sewer and Waterline Alignment

A topographic survey will be conducted to identify existing conditions, utilities, and other possible obstructions.

Gravity Sanitary Sewer

A. Locations and Alignment for Proposed Sewer Lines

The proposed gravity sanitary sewer will start at an upstream point approximately 3,200 feet southeast of Old Brownsville Road and will extend from that point east where it will tie into an existing manhole. This line will be installed inside the right of way on the north side of Saratoga Boulevard and will be 5 feet offset from it. The proposed gravity sewer line will be located approximately 8 feet from the existing 6-inch sanitary sewer force main and approximately 17 feet from the existing 54-inch water mains. The alignment for the proposed gravity line will turn 90 degrees at the intersection of Calle Cuernavaca and Saratoga Boulevard where a new 5 feet diameter manhole will be installed. It will cross under the existing pavement by boring and tie into an existing manhole. See exhibit E for overall water & sanitary sewer layout.

B. Crossings

The future sanitary sewer gravity main will cross the following:

1. Utilities

a. Gas Utility:

A preliminary investigation indicates that there will be a crossing of an existing City gas line.

We do not anticipate the following crossings:

a. Electrical:

There are overhead electrical lines at various locations along the proposed force main route. To the best of our knowledge, all electrical lines are above ground and will not interfere with the installation of the proposed gravity main.

c. Telephone and Fiberoptics:

It does not appear that there will be any crossing of telephone or fiberoptic lines.

d. Water:

A preliminary investigation indicates that there will not be any crossing of existing water lines.

e. Sewer (Sanitary Sewer):

A preliminary investigation indicates that there will not be any crossing of existing sewer lines.

f. Petroleum and Other Petrochemical Lines:

A preliminary investigation indicates that there will not be any crossing of existing petroleum or petrochemical lines.

SECTION IV – Water Line Alignment

A. Locations and Alignment for Proposed Water Lines

The proposed 12-inch water line shall tie into the existing 12-inch water line with a tap and saddle along County Road 37 and tie into an existing blowoff valve on the existing 42" CSCP waterline along County Road 35. It will cross under the existing pavement by boring enclosed in a 24-inch steel casing and tie into the existing blowoff valve on the 42-inch CSCP waterline located in County Road 35. Fire Hydrants will be installed on the proposed 12-inch waterline every 300 feet. The water line extension between the two taps shall be installed in the 25 feet Utility Easement and be 23 feet offset from the existing 120 feet Right of Way. See exhibit E for overall water & sanitary sewer layout.

B. Crossings

We do not anticipate the following crossings:

1. Utilities

a. Electrical:

There are overhead electrical lines at various locations along the proposed force main route. To the best of our knowledge, all electrical lines are above ground and will not interfere with the installation of the proposed water main.

b. Gas Utility:

It does not appear that there will be a crossing of an existing City gas line.

c. Telephone and Fiberoptics:

It does not appear that there will be any crossing of telephone or fiberoptic lines.

d. Water:

A preliminary investigation indicates that there will not be any crossing of existing water lines.

e. Sewer (Sanitary Sewer):

A preliminary investigation indicates that there will not be any crossing of existing sewer lines.

f. Petroleum and Other Petrochemical Lines:

A preliminary investigation indicates that there will not be any crossing of existing petroleum or petrochemical lines.

SECTION V – Design Flow for Sanitary Sewer and Water

A. Design Flow for Sanitary Sewer

1. Service Area

The proposed sanitary sewer system is designed to serve approximately 257 acres of land that includes low density single family residential homes. There will be approximately 965 lots for the entire proposed development. See Exhibit A (Tract 1) for a map of the area that the proposed sanitary sewer line will serve.

2. Design Flow

The flow for this area has already been calculated in the Greenwood Wastewater Treatment Plant Master Plan. The proposed development is in accordance with the Future Land Use Plan that the Master Plan used to calculate flows. Therefore, we propose to build the extension of the collection line per the master plan size and depth required.

B. Design Flow for Water Line

1. Service Area

The proposed waterline is designed to serve approximately 257 acres of land that includes low density single family residential homes. There will be approximately 965 lots for the entire proposed development. See Exhibit A (Tract 1) for a map of the area that the proposed sanitary sewer line will serve.

2. Design Flow

The updated design flow from the proposed development was calculated by the formula below. 0.6 GPM or 864 GPD of water demand per lot was assumed.

The expected water demand is calculated as:

Total No of lots x 864 GPD = 965 lots x 864 GPD= 833,760 GPD

Therefore, the expected water demand for the proposed development is calculated to be **833,760 GPD**

SECTION VI – Work Plan

A. Surveys and Plan Preparation

1. Datum:
All work on this project (surveys, plans) will be on the Texas State Plane Coordinate System, NAD 83, South Zone (City Standard Datum).
2. Ground Surveys:
Ground elevations and validation of general land features shall be made to determine trench depths, utility locations and other obstructions. Specific areas of concern such as major channels and street crossings will require more than the normal surveys to identify topographic variations and other sub-surface structures.
3. Drawings
Drawings will be completed in accordance with the City of Corpus Christi's Standards, properly coordinated with the project specifications and other details and arranged in such a fashion as to allow the Contractor to accurately estimate the cost of the project and construct it.

All drawings will be produced electronically using a computer aided drafting design (CADD) package.

Horizontal and Vertical Scale: The scale recommended and utilized on this project shall be 1"= 40' horizontal, 1" = 4' vertical.

All pipeline plans and profile sheets will be arranged as to read from left to right with the project beginning at the proposed lift station.

Where possible, plan views will be oriented with the north to either the top or left of the sheet.

SECTION VII – Construction Requirements

A. Disposal Of Excess Site Excavation Material

All excess excavation material shall be disposed of by the Contractor. Provisions shall be provided in the Contract Documents to direct the Contractor in proper disposal of contaminated soil.

B. Restoration

Fields and ditches shall be seeded or sodded to prevent erosion. All driveways and pavements shall be repaired.

C. Storm Water Pollution Prevention Plan

A storm water pollution prevention plan shall be incorporated into the Contractor's work plan to minimize pollution entering the storm sewers along the project (including open drainage ditches). Specific emphasis shall be made near street intersections and large drainage facilities where access to and from the work area shall be critical.

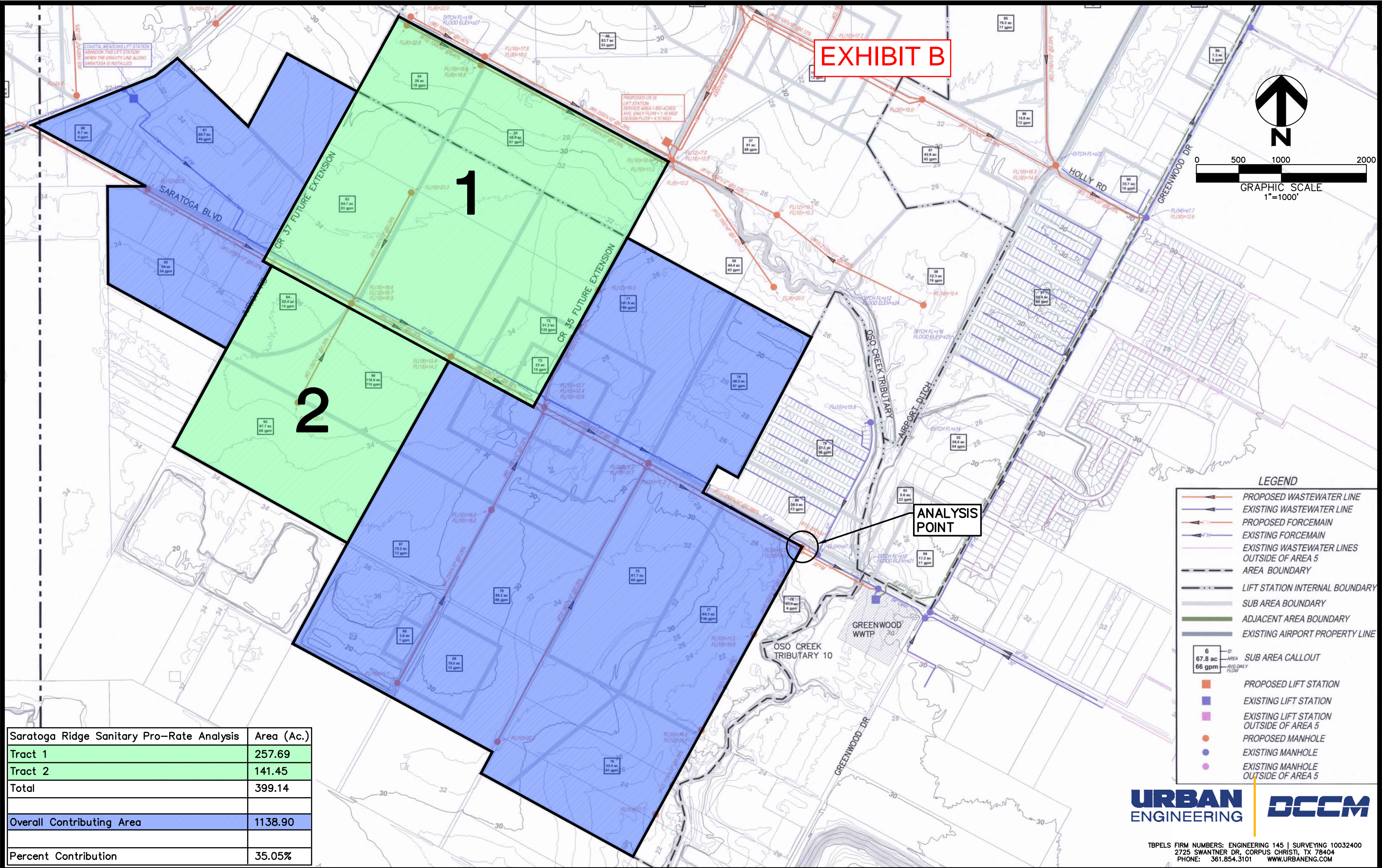
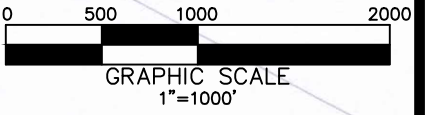
D. Erosion Control

There are no specific areas where the gravity main installation shall cause erosion of property. Therefore, no specific erosion control measures are recommended beyond the City Standard Stormwater Pollution Prevention Plan.

E. Traffic Control Plan

A Traffic Control Plan will be provided in accordance with standard City specifications and latest edition of the Texas Uniform Manual on Traffic Control Devices.

EXHIBIT B



- LEGEND**
- PROPOSED WASTEWATER LINE
 - EXISTING WASTEWATER LINE
 - PROPOSED FORCEMAIN
 - EXISTING FORCEMAIN
 - EXISTING WASTEWATER LINES OUTSIDE OF AREA 5
 - AREA BOUNDARY
 - LIFT STATION INTERNAL BOUNDARY
 - SUB AREA BOUNDARY
 - ADJACENT AREA BOUNDARY
 - EXISTING AIRPORT PROPERTY LINE
- CALLOUT**
- SUB AREA CALLOUT
 - PROPOSED LIFT STATION
 - EXISTING LIFT STATION
 - EXISTING LIFT STATION OUTSIDE OF AREA 5
 - PROPOSED MANHOLE
 - EXISTING MANHOLE
 - EXISTING MANHOLE OUTSIDE OF AREA 5

Saratoga Ridge Sanitary Pro-Rate Analysis	
	Area (Ac.)
Tract 1	257.69
Tract 2	141.45
Total	399.14
Overall Contributing Area	1138.90
Percent Contribution	35.05%



NOTES

1. LAND USE CHARACTERISTICS WERE DETERMINED FROM THE ADOPTED CORPUS CHRISTI FUTURE LAND USE MAP, MAY 24, 2005 (ORDINANCE #028278) AND THROUGH A REVIEW WITH DEVELOPMENT SERVICES STAFF ON AUGUST 8, 2006.
2. IN THE ABSENCE OF EXISTING FLOW DATA, RESIDENTIAL FLOWS WERE ASSUMED TO BE 100 GAL/CAP/DAY AS PER TCEQ 30 TAC 317.4 (a), DATED JANUARY 6, 2005.
3. ALL PIPE SIZES AND SLOPES MEET TCEQ RULES AS ESTABLISHED IN 30 TAC 317, EFFECTIVE JANUARY 6, 2005.
4. THE PEAKING FACTOR WAS CALCULATED USING THE HAROLD E. BABBITT FORMULA WHICH HAS BEEN WIDELY USED IN PREVIOUS AREA MASTER PLANS.
5. SOME MANHOLES ARE NOT SHOWN FOR CLARITY.
6. THE SERVICE AREA WAS ASSUMED TO BE FULLY DEVELOPED.
7. ALL OF THE ELEVATION CONTOURS WERE DERIVED FROM THE USGS 7.5 MINUTE SERIES TOPOGRAPHIC MAPS TITLED CRANE ISLAND SW QUADRANGLE, 1968 AND CRANE ISLAND NW, 1968.
8. TO THE EXTENT POSSIBLE, THE UPSTREAM END OF ALL LATERALS SHALL HAVE A MINIMUM DEPTH OF 4 FEET.
9. THE CORPUS CHRISTI INTERNATIONAL AIRPORT MASTER PLAN, DATED 9-28-99, WAS ADOPTED THROUGH CITY ORDINANCE NO. 023782 AND IDENTIFIED THE PROPERTY INCLUDED IN THE FUTURE AIRPORT EXPANSION.

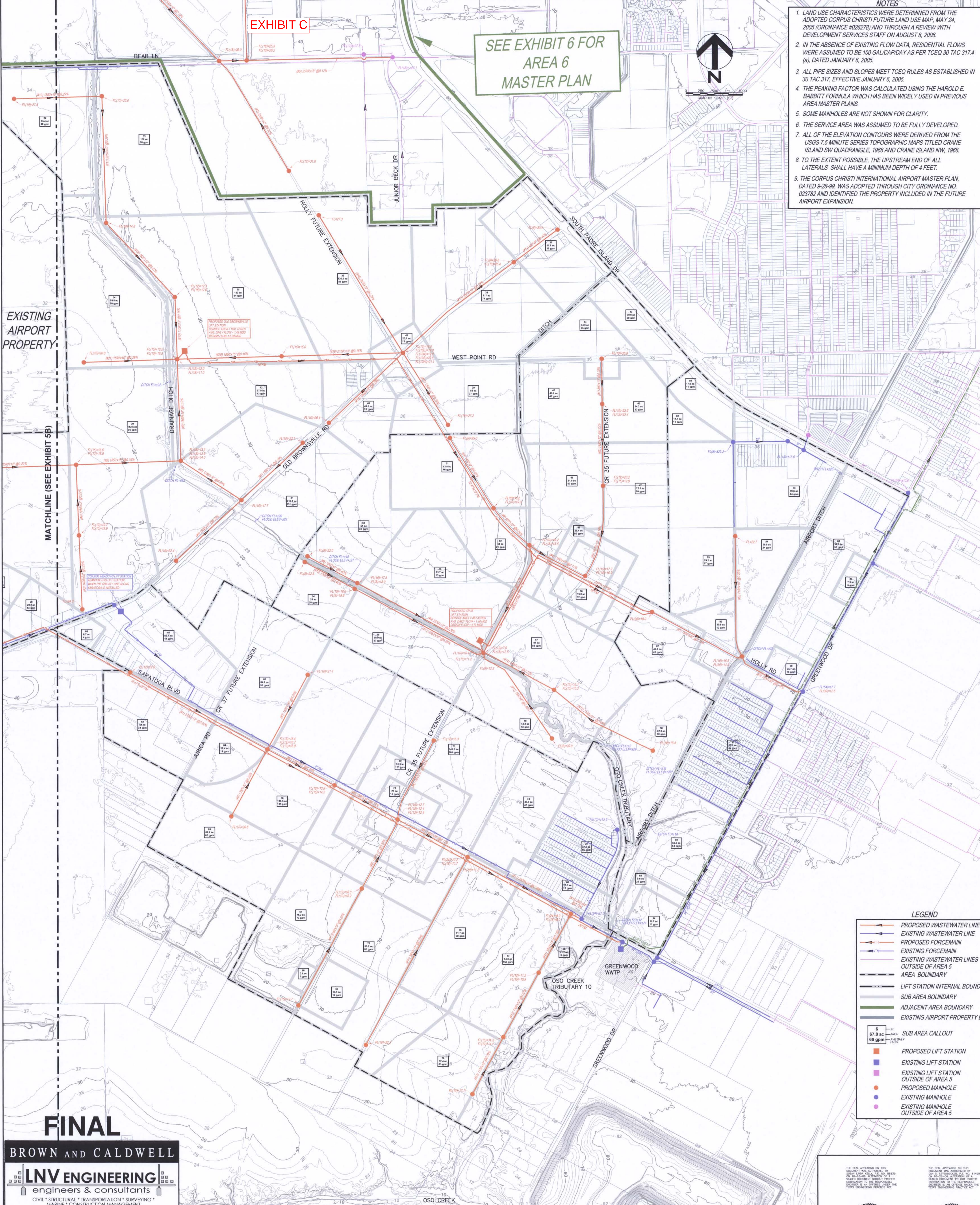
EXHIBIT C

SEE EXHIBIT 6 FOR
AREA 6
MASTER PLAN



EXISTING
AIRPORT
PROPERTY

MATCHLINE (SEE EXHIBIT 5B)



LEGEND

- PROPOSED WASTEWATER LINE
- EXISTING WASTEWATER LINE
- PROPOSED FORCEMAIN
- EXISTING FORCEMAIN
- EXISTING WASTEWATER LINES OUTSIDE OF AREA 5
- AREA BOUNDARY
- LIFT STATION INTERNAL BOUNDARY
- SUB AREA BOUNDARY
- ADJACENT AREA BOUNDARY
- EXISTING AIRPORT PROPERTY LINE
- 67.8 ac SUB AREA CALLOUT
- 66 gpm AVERAGE FLOW
- PROPOSED LIFT STATION
- EXISTING LIFT STATION
- EXISTING LIFT STATION OUTSIDE OF AREA 5
- PROPOSED MANHOLE
- EXISTING MANHOLE
- EXISTING MANHOLE OUTSIDE OF AREA 5

FINAL

BROWN AND CALDWELL
LNV ENGINEERING
engineers & consultants
CIVIL • STRUCTURAL • TRANSPORTATION • SURVEYING •
MARINE • CONSTRUCTION MANAGEMENT
801 NAVIGATION, SUITE 300 CORPUS CHRISTI, TEXAS 78408
PH. (361) 883-1984 FAX (361) 883-1986 WWW.LNVINC.COM

CITY OF CORPUS CHRISTI TEXAS
WASTEWATER DEPARTMENT
Department of Engineering Services
OCTOBER 26, 2006

**WASTEWATER COLLECTION
SYSTEM MASTER PLAN
GREENWOOD WWTW SERVICE AREA
AREA 5**

THE SEAL APPEARING ON THIS DOCUMENT WAS APPROVED BY THE BOARD OF ENGINEERING EXAMINERS ON 10-26-06, AT 10:00 AM, AS A CONDITION OF A LICENSE DOCUMENT WITHOUT PREJUDICE TO THE ENGINEER'S OBLIGATION TO THE PUBLIC UNDER THE PROFESSIONAL ENGINEERING ACT.

Susan Linda Kelly

Paul S. Lyndaker

EXHIBIT 5A

EXHIBIT 4

PROJECT: SARATOGA RIDGE SUBDIVISION				DATE: March 27, 2024	
Engineer: D. SCOTT JONES, P.E.				JOB NO: 13275	
A. SANITARY SEWER IMPROVEMENTS:					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
A1	Clearing	LS	1	\$25,000	\$25,000
A2	18" PVC SDR-26 (14'-18' Cut)	LF	2,400	\$365	\$876,000
A3	24" PVC SDR-26 (14'-20' Cut)	LF	2,130	\$420	\$894,600
A4	36" Bore, Steel Pipe (Casing Only)	LF	130	\$1,200	\$156,000
A5	5' Diameter Manhole	EA	10	\$30,000	\$300,000
A6	Tie to Ex. Manhole	EA	1	\$15,000	\$15,000
A7	18" Cap	EA	1	\$2,000	\$2,000
A8	OSHA Trench Protection	LF	4,660	\$5	\$23,300
A9	Embedment	LF	4,660	\$6	\$27,960
A10	Entry Bore Pit	LS	1	\$20,000	\$20,000
A11	Exit Bore Pit	LS	1	\$5,000	\$5,000
A12	Utility Adjustment Allowance	LS	1	\$50,000	\$50,000
A13	Temporary Construction Easement Acquisition For Bores	LS	1	\$10,000	\$10,000
A14	Traffic Control	LS	1	\$150,000	\$150,000
A15	Well Pointing	LF	4,660	\$95	\$442,700
A16	Mobilization (5%)	LS	1	\$150,000	\$150,000
A17	Insurance Bonding (2%)	LS	1	\$60,000	\$60,000
SUBTOTAL PART A: SANITARY SEWER IMPROVEMENTS					\$3,207,560
OPCC Summary					
SUBTOTAL PART A: SANITARY SEWER IMPROVEMENTS					\$3,207,560
SUBTOTAL PART B: CONTINGENCY @15%					\$481,134
SUBTOTAL PART C: TOTAL CONSTRUCTION COST					\$3,688,694
SUBTOTAL PART D: SOFT COST @12% (ENGINEERING, TESTING & SURVEYING)					\$442,643
TOTAL COST FOR SANITARY SEWER IMPROVEMENTS					\$4,131,000

**PRELIMINARY
 NOT FOR CONSTRUCTION
 FOR INFORMATION
 PURPOSES ONLY
 D. SCOTT JONES, P.E. 81986
 March 27 2024**

EXHIBIT 5



Exhibit 5

DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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: Saratoga 400 Partners, LLC

STREET: 5337 Yorktown Boulevard, Suite 10D CITY: Corpus Christi, Texas ZIP: 78413

FIRM is: [] Corporation [] Partnership [] Sole Owner [] Association [x] Other limited liability company

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)
N/A

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
N/A

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
N/A

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
N/A

CERTIFICATE (To Be Notarized)

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: Fred Braselton

Title: President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd., member of Saratoga 400 Partners, LLC

(Print)

Signature of Certifying Person: Fred Braselton

Date: 8/15/23



DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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: Braselton Development Company, Ltd.

STREET: 5337 Yorktown Boulevard, Suite 10D **CITY:** Corpus Christi, Texas **ZIP:** 78413

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>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>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>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>N/A</u>	_____
_____	_____

CERTIFICATE (To Be Notarized)

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: Fred Braselton

Title: President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd.

(Print)

Signature of Certifying Person: *Fred Braselton*

Date: 8/15/23



DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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: Braselton Management Company, LLC

STREET: 5337 Yorktown Boulevard, Suite 10D **CITY:** Corpus Christi, Texas **ZIP:** 78413

FIRM is: Corporation Partnership Sole Owner Association Other general partner

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>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>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>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>N/A</u>	
_____	_____
_____	_____

CERTIFICATE (To Be Notarized)

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: Fred Braselton

Title: President

(Print)

Signature of Certifying Person: *Fred Braselton*

Date: 8/15/23



DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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: Saratoga 400 Partners, LLC

STREET: 5337 Yorktown Boulevard, Suite 10D **CITY:** Corpus Christi, Texas **ZIP:** 78414

FIRM is: Corporation Partnership Sole Owner Association Other limited liability company

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>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>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>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>N/A</u>	
_____	_____
_____	_____

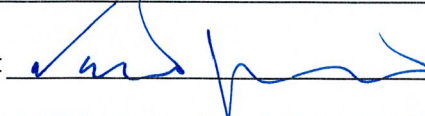
CERTIFICATE (To Be Notarized)

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: Vahid Rezaei - Nazari

Title: Director of MVR Construction Company, member of Saratoga 400 Partners, LLC

(Print)

Signature of Certifying Person: 

Date: _____