

**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 Palm Land Investment Inc., ("Developer/Owner"), a Texas Corporation.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on October 9, 2013 to develop a tract of land, to wit: approximately 60.18 acres out of lots 3, 4 & 5, Section 27, Flour Bluff & Encinal Farm & Garden Tracts, known as Preliminary Plat of Sandy Creek, located along the south side along Holly Road; east of Rodd Field Road and west of Encino Drive, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement.

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the wastewater collection line extension ("Wastewater Extension");

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

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

WHEREAS, Section 8.5.2.E.2 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 Wastewater Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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

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

2. **PLANS AND SPECIFICATIONS.**

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

1. Install 1902 linear feet 12-inch PVC pipe;
2. Install 1902 linear feet trench safety;
3. Install two (2) 4-foot diameter manholes (9-11 feet depth);
4. Install three (3) 4-foot diameter manholes (11-13 feet depth);
5. Install two (2) 5-foot diameter manholes (13-15 feet depth);
6. Install 115 linear feet 20-inch steel casing and boring (Ennis Joslin);
7. Dewatering;
8. Connect to existing manhole (15' approximate depth);
9. Traffic control;

b. The Wastewater Extension must begin at the new proposed wastewater manhole at the southeast corner of Flour Bluff and Encinal Farm Garden Tract 60.18 acre tract and extend approximately 1902 linear feet east along the south side of Los Arboles at Terra Mar Unit 2 and Monte Verde at Terra Mar Unit 2 Subdivisions.

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. **SITE IMPROVEMENTS.** Prior to the start of construction of the Wastewater Extension, 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 Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

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

5. **DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS.** Developer/Owner shall award a contract and complete the Wastewater Extension, under the approved plans and specifications, by **September 30, 2015.**

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

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

8. DEFAULT. The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Wastewater Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Extension, under the approved plans and specifications, on or before **September 30, 2015**.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

9. NOTICE AND CURE.

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

2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

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

10. FORCE MAJEURE.

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

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

11. NOTICES.

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

1. If to the Developer/Owner:

Palm Land Investment, Inc.
Attn: Dan Caballero
5949 La Costa
Corpus Christi, Texas 78414

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.

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

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

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

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Extension up to an amount not to exceed **\$243,846.90** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

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

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

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

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

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 60.18 acres out of lots 3, 4, & 5, Section 27, Flour Bluff & Encinal Farm & Garden Tracts, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

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

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

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

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

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

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Gustavo Gonzalez
Assistant City Manager, designee
of the City Manager

APPROVED AS TO FORM: _____, 2014.

Julian Grant, Senior Assistant City Attorney
For the City Attorney

OWNER:

Palm Land Investment, Inc.

By: 
Dan Caballero, President

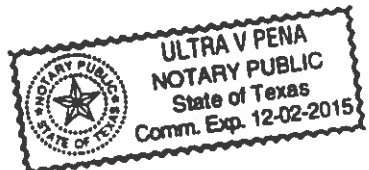
STATE OF TEXAS

COUNTY OF Nueces

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This instrument was acknowledged before me on September 5th, 2014, by Dan Caballero, President, Palm Land Investment, Inc., a Texas Corporation, on behalf of said corporation.


Notary Public's Signature



OWNER:

Palm Land Investment, Inc.

By: Maria E. Caballero

Maria E. Caballero, Vice President

STATE OF TEXAS

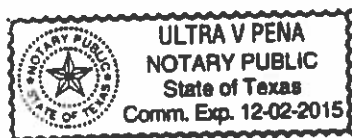
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COUNTY OF Wheeler

This instrument was acknowledged before me on September 5th, 2014, by Maria E. Caballero, Vice President, Palm Land Investment, Inc., a Texas Corporation, on behalf of said corporation.

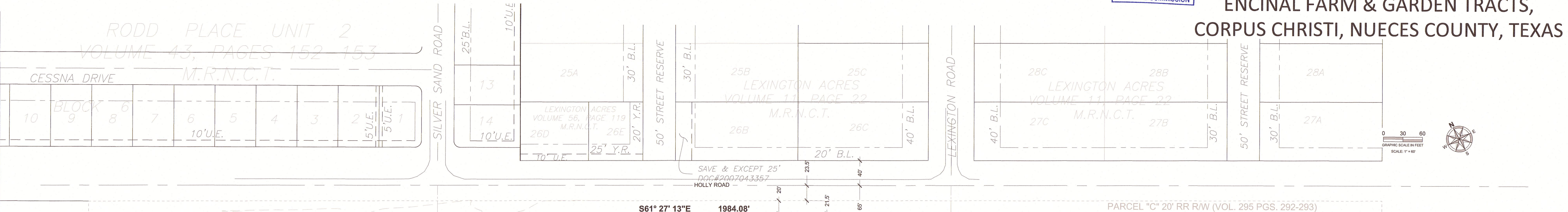
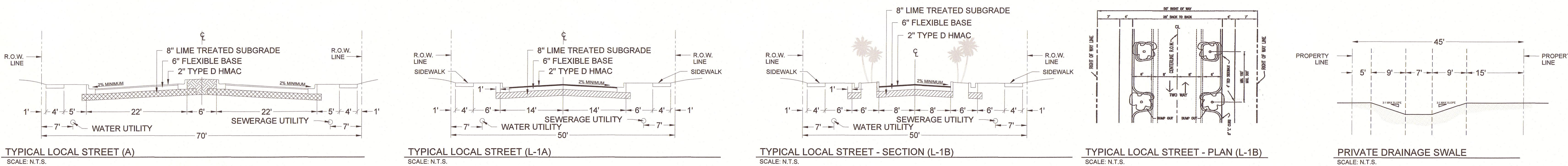
[Signature]

Notary Public's Signature



PRELIMINARY PLAT OF SANDY CREEK

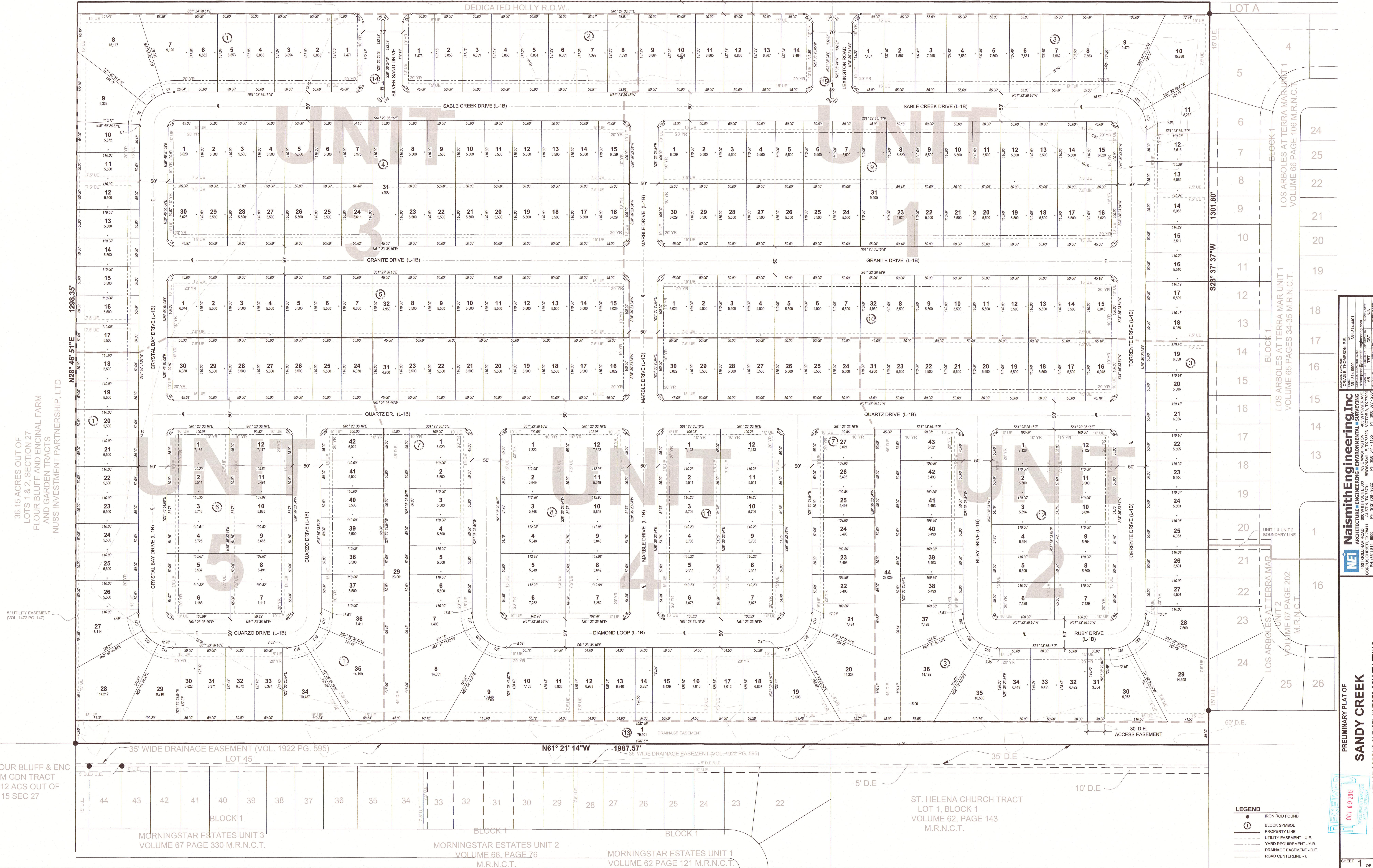
RE-PLAT OF 60.18 ACRES OUT OF LOTS 3, 4 & 5, SECTION 27, FLOUR BLUFF & ENCINAL FARM & GARDEN TRACTS, CORPUS CHRISTI, NUECES COUNTY, TEXAS



- GENERAL NOTES**
- TOTAL PLATTED AREA CONTAINS 60.18 ACRES OF LAND, INCLUDING STREET DEDICATION.
 - THE PROPERTY IS ZONED "RS - 4.5 SINGLE-FAMILY 4.5 DISTRICT".
 - ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE SURFACE DISTANCES.
 - A 58" DIAMETER BY 24" LONG IRON ROD WITH RED PLASTIC CAP STAMPED "N.A.S.M.I.T.H. ENG. CO." WILL BE SET AT ALL PLAT CORNERS, BLOCK CORNERS, LOT CORNERS, POINTS OF CURVATURE, AND POINTS OF TANGENCY, UNLESS OTHERWISE NOTED.
 - THE YARD REQUIREMENT AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
 - FINISHED FLOOR ELEVATIONS WILL BE A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE HIGHEST ADJACENT ROADWAY AS OVERFLOW PROTECTION.
 - RECEIVING WATERS:
 - THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OOD BAY DRAINAGE BASIN. THE TCEC HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OOD BAY DRAINAGE BASIN AS "EXCELLENT" AND "OXYGEN WATERS". TCEC ALSO CLASSIFIED THE RECEIVING WATER AS "CONTACT RECREATION USE".
 - FEMA INFORMATION:
 - PLOTTING THE PROPERTY BY SCALE ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL AND AREA 4804-0150, MAP REVISED AUGUST 30, 1999, INDICATES THE PROPERTY IS LOCATED IN FLOOD ZONE C, DEFINED AS AREA OF MINIMAL FLOODING. NOTE: THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON PART OF THE ENGINEER OR SURVEYOR.
 - ALL PRIVATE NON-BUILDABLE LOTS WILL BE MAINTAINED BY A HOME OWNERS ASSOCIATION.
 - ALL ROADS ARE PUBLIC EXCEPT AS NOTED.
 - PRIVATE DRIVEWAY ACCESS TO HOLLY ROAD IS PROHIBITED.
 - WATER AND WASTEWATER FEES SHALL BE PAID AT THE TIME OF THE FINAL PLAT.
 - THE DEVELOPER IS WILLING TO PAY FOR ANY ADDITIONAL COSTS TO EXTEND THE GAS LINE DOWN CRYSTAL BAY DRIVE TO QUARTZ DRIVE IN ORDER TO LOOP THE GAS LINE.
 - THE FOLLOWING LOTS ARE "PRIVATE NON-BUILDABLE DRAINAGE EASEMENTS":
 - BLOCK 1, LOT 30
 - BLOCK 1, LOT 32
 - BLOCK 1, LOT 33
 - BLOCK 1, LOT 34
 - BLOCK 1, LOT 35
 - BLOCK 1, LOT 36
 - BLOCK 1, LOT 37
 - BLOCK 1, LOT 38
 - BLOCK 1, LOT 39
 - BLOCK 1, LOT 40
 - BLOCK 1, LOT 41
 - BLOCK 1, LOT 42
 - BLOCK 1, LOT 43
 - BLOCK 1, LOT 44
 - BLOCK 1, LOT 45
 - THE FOLLOWING LOTS ARE "PRIVATE NON-BUILDABLE":
 - BLOCK 14, LOT 1
 - BLOCK 15, LOT 1

Curve Data

Curve #	Length	Radius	Delta	Chord	Direction	Chord Length
C1	2.87	60.00	2.95	S20°02'12"W	2.87	2.87
C2	36.50	60.00	34.82	S48°47'01"W	36.00	36.00
C3	36.50	60.00	34.82	S81°41'59"W	36.00	36.00
C4	16.27	60.00	17.48	N00°07'07"W	16.20	16.20
C5	15.86	100.00	16.81	N00°41'17"E	15.80	15.80
C6	15.74	100.00	16.17	N10°18'23"W	15.16	15.16
C7	15.88	100.00	16.83	N73°41'37"E	14.12	14.12
C8	15.74	100.00	16.17	N10°18'23"W	14.18	14.18
C9	15.86	100.00	16.81	N00°41'17"E	14.12	14.12
C10	15.74	100.00	16.17	N10°18'23"W	14.18	14.18
C11	31.19	60.00	29.78	S73°53'23"W	30.84	30.84
C12	36.50	60.00	34.82	S10°27'30"E	36.00	36.00
C13	36.50	60.00	34.82	S81°41'59"W	36.00	36.00
C14	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C15	32.17	60.00	30.72	S70°45'10"E	31.79	31.79
C16	38.14	60.00	36.42	N00°40'20"E	37.50	37.50
C17	23.84	60.00	22.86	N40°02'09"E	23.50	23.50
C18	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C19	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C20	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C21	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C22	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C23	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C24	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C25	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C26	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C27	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C28	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C29	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C30	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C31	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C32	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C33	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C34	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C35	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C36	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C37	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C38	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C39	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C40	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C41	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C42	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C43	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C44	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C45	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C46	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C47	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C48	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C49	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C50	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C51	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C52	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C53	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C54	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C55	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C56	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C57	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C58	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C59	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C60	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C61	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C62	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C63	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C64	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C65	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C66	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C67	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C68	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C69	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C70	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C71	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C72	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C73	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C74	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C75	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C76	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C77	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C78	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C79	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C80	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C81	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C82	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C83	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C84	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C85	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C86	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C87	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C88	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C89	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C90	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C91	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C92	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C93	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C94	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C95	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C96	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C97	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C98	15.71	100.00	16.80	N00°41'17"E	14.14	14.14
C99	15.71	100.00	16.80	N10°18'23"W	14.14	14.14
C100	15.71	100.00	16.80	N00°41'17"E	14.14	14.14



NaismithEngineering Inc.
 ARCHITECTURE - ENGINEERING - SURVEYING
 9001 W. 17TH ST. SUITE 100
 CORPUS CHRISTI, TX 78411
 PH: (361) 841-1000 FAX: (361) 841-1001
 WWW.NAISMITHENGINEERING.COM

PRELIMINARY PLAT OF SANDY CREEK
 CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS
 OCT 9 2018
 1 of 1

APPLICATION FOR WASTE WATER REIMBURSEMENT

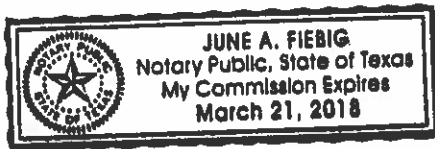
We, Palm Land Investment, Inc., 5949 La Costa, Corpus Christi, TX 78414, owners and developers of proposed re-plat of 60.18 acres out of Lost 3, 4 & 5, Section 27, Flour Bluff & Encinal Farm & Garden TRS, Corpus Christi, Nueces County, Texas, hereby request reimbursement of \$243,846.90 for the installation of the waste water trunk line in conjunction with said lot, as provided for by City Ordinance No. 17396. \$598,533.04 is the construction cost, including 9% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

[Signature]
Daniel Caballero, President
Palm Land Investment, Inc.

8/29/2014
Date

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on August 29th, 2014, by DANIEL CABALLERO (Name), PRESIDENT (Title), of Palm Land Investment, Inc., a Texas Corporation, on behalf of the said corporation.

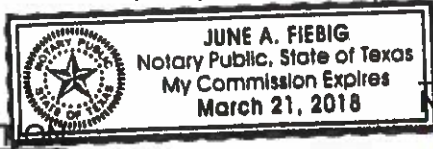


[Signature]
Notary Public in and for the State of Texas
[Signature]
Maria Caballero, Vice-President
Palm Land Investment, Inc.

8/29/2014
Date

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on August 29th, 2014, by MARIA CABALLERO (Name), VICE-PRESIDENT (Title), of Palm Land Investment, Inc., a Texas Corporation, on behalf of the said corporation.



[Signature]
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 Sanitary Sewer Trunk System Trust Fund, and
- (b) Appropriation and approval by the City Council.

[Signature]
Development Services Engineer

05 SEPT 2014
(Date)

APPLICATION FOR WASTE WATER CREDIT

We, Palm Land Investment, Inc., 5949 La Costa, Corpus Christi, TX 78414, owners and developers of proposed re-plat of 60.18 acres out of Lost 3, 4 & 5, Section 27, Flour Bluff & Encinal Farm & Garden TRS, Corpus Christi, Nueces County, Texas, hereby apply for \$99,822.00 credit towards the waste water acreage fee for the wastewater trunk line in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$598,533.04 is the construction cost, including 9% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

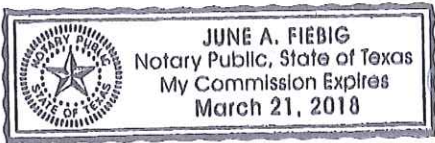
[Signature]
Daniel Caballero, President
Palm Land Investment, Inc.

8/25/2014
Date

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on AUGUST 25th, 2014, by DANIEL CABALLERO (Name), PRESIDENT (Title), of Palm Land Investment, Inc., a Texas Corporation, on behalf of the said corporation.

June A Fiebig
Notary Public in and for the State of Texas



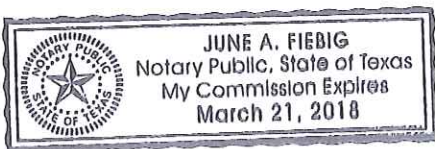
[Signature]
Maria Caballero, Vice-President
Palm Land Investment, Inc.

8/25/2014
Date

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on August 25th, 2014, by MARIA CABALLERO (Name), VICE PRESIDENT (Title), of Palm Land Investment, Inc., a Texas Corporation, on behalf of the said corporation.

June A Fiebig
Notary Public in and for the State of Texas



Z:\9176 SANDY CREEK WASTEWATER COLLECTION REIMBURSEMENT\DWG\PC\CVL_FINAL_DESIGN\DWG\20140823.DWG



ID	DATE	APPR.	DESCRIPTION

OFF-SITE SANITARY SEWER EXHIBIT	
SANDY CREEK WASTEWATER REIMBURSEMENT	
CORPUS CHRISTI, TEXAS	
1.00	
SHEET 1 OF 1	

Naimsmith Engineering, Inc ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING 4501 GOLLHAR ROAD ■ 600 W 8TH SUITE 300 ■ 789 E WASHINGTON ■ 405 W POWER AVE CORPUS CHRISTI, TX 78411 ■ AUSTIN, TX 78701 ■ BROWNSVILLE, TX 78523 ■ VICTORIA, TX 77901 PH: (361) 834-9900 ■ PH: (512) 708-9322 ■ PH: (956) 541-1155 ■ PH: (800) 677-2831 TBAE F-13553 ■ TBE F-355 ■ TBPFC F-50017 ■ TBPFLS F-100395-00 ■ NAISMITH-ENGINEERING.COM	
FOR INTERIM REVIEW NOT FOR PERMITTING CONSTRUCTION OR BIDDING PURPOSES	CRAIG B. THOMPSON, P.E. TEXAS LICENSE NO.: 89486 DATE: 08/2014
DRAWN BY: JPS / AB PROJECT ID: 9176	CHECKED BY: CBT DATE: 08/2014
APPROVED BY: [Signature]	UTILITY PLAN REVISION NO.:

Exhibit 3

Engineer Estimate of Project Costs

Title: Sandy Creek - Full Development Costs

Owner: Palm Land Investments, Inc.

Contact: Dan Caballero

Address: 5949 La Costa
Corpus Christi, Texas 78414

Phone: (361) 765-2166

NEI Engineer: Craig Thompson, P.E.

Address: 4501 Gollihar Road
Corpus Christi, Texas 78411

Phone: (361) 814 - 9900



Property Size: 60 +/- Acres
Date of Estimate: July 11, 2014

ON-SITE DEVELOPMENT COSTS

A. Storm Water Pollution Prevention

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
1	Reinforced Filter Fabric Fence	12,275	LF	\$3.75	\$46,031.25
2	Stabilized Construction Entrance	3	LS	\$2,000.00	\$6,000.00
3	Inlet Protection Barriers	31	EA	\$200.00	\$6,200.00
4	Manhole Protection Barriers	2	EA	\$100.00	\$200.00
5	Post Constructon Seeding	3	LS	\$6,000.00	\$18,000.00
A. Storm Water Pollution Prevention Subtotal:					\$76,431.25

B. Site Preparation and Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
6	Mobilization and Demobilization	3	LS	\$13,000.00	\$39,000.00
7	Site Grading	27,000	CY	\$8.00	\$216,000.00
B. Site Preparation and Improvements Subtotal:					\$255,000.00

C. Sanitary Sewer Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
8	0'-5' Deep - 8" PVC Sanitary Sewer	1,800	LF	\$65.00	\$117,000.00
9	5'-9' Deep - 8" PVC Sanitary Sewer	5,250	LF	\$85.00	\$446,250.00
10	9'-11' Deep - 12" PVC Sanitary Sewer	1,750	LF	\$115.00	\$201,250.00
11	OSHA Trench Safety	8,800	LF	\$6.00	\$52,800.00
12	4' Diameter Manhole (0' - 5' depth)	8	EA	\$5,500.00	\$44,000.00
13	4' Diameter Manhole (5' - 9' depth)	18	EA	\$7,000.00	\$126,000.00
14	4' Diameter Manhole (9' - 11' depth)	6	EA	\$7,000.00	\$42,000.00
15	Sanitary Sewer Service Connections - Single	298	EA	\$1,250.00	\$372,500.00
16	Dewatering / Well Pointing	1,750	LF	\$35.00	\$61,250.00
17	Connect to existing MH	8	LS	\$9,500.00	\$76,000.00
C. Sanitary Sewer Improvements Subtotal:					\$1,539,050.00

D. Water Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
18	PVC Pressure Pipe - 8"	7,972		\$25.00	\$199,300.00
19	Gate Valve - 8"	35		\$1,200.00	\$42,000.00
20	Ductile Iron Fittings - 8"	23		\$500.00	\$11,500.00
21	Fire Hydrant	16		\$4,600.00	\$73,600.00
22	Water Service Connection - Single	14		\$1,000.00	\$14,000.00
23	Water Service Connection - Double	142		\$1,250.00	\$177,500.00
24	Connection to Existing Waterline	8		\$2,500.00	\$20,000.00
D. Water Improvements Subtotal:					\$537,900.00

E. Storm Sewer Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
25	18" Reinforced Concrete Pipe Culvert	1,670	LF	\$62.50	\$104,375.00
26	24" Reinforced Concrete Pipe Culvert	2,020	LF	\$75.00	\$151,500.00
27	36" Reinforced Concrete Pipe Culvert	120	LF	\$95.00	\$11,400.00
28	42" Reinforced Concrete Pipe Culvert	120	LF	\$75.00	\$9,000.00
29	5' Curb Inlets	52	EA	\$2,750.00	\$143,000.00
30	24" Headwall / Outfall	10	EA	\$4,500.00	\$45,000.00
31	36" Headwall / Outfall	4	EA	\$5,500.00	\$22,000.00
32	42" Headwall / Outfall	6	EA	\$6,000.00	\$36,000.00
E. Storm Sewer Improvements Subtotal:					\$522,275.00

F. Street Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
33	1-1/2" HMAC including Prime Coat	34,700	SY		\$10.00	\$347,000.00
34	6" Lime Stabilized Subgrade	39,150	SY		\$4.00	\$156,600.00
35	8" Lime Stabilized Base	39,150	SY		\$8.00	\$313,200.00
36	Curb and Gutter	20,350	LF		\$10.00	\$203,500.00
37	Concrete Sidewalk	75,900	SF		\$4.50	\$341,550.00
38	ADA Ramps	48	SF		\$1,000.00	\$48,000.00
39	Traffic Control	2	LS		\$3,500.00	\$7,000.00
F. Street Improvements					Subtotal:	\$1,416,850.00
					Estimated On-Site Construction Costs:	\$4,347,506.25
Professional Services						
ITEM NO.	DESCRIPTION					FEE
1	Engineering (7.5%)					\$326,062.97
2	Topographic Surveying					\$35,000.00
3	Contract Administration					\$45,000.00
4	Testing (0.5%)					\$21,737.53
Professional Services					Subtotal:	\$427,800.50
					TOTAL ESTIMATED ON-SITE COSTS:	\$4,775,306.75
OFF-SITE SANITARY SEWER COSTS						
A. Storm Water Pollution Prevention						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
1	Reinforced Filter Fabric Fence	1,900.00	LF		\$3.75	\$7,125.00
2	Stabilized Construction Entrance	2.00	LS		\$2,000.00	\$4,000.00
3	Post Constructicon Seeding	1.00	LS		\$3,000.00	\$3,000.00
A. Storm Water Pollution Prevention					Subtotal:	\$14,125.00
B. Site Preparation and Improvements						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
4	Moblization and Demobilization	1.00	LS		\$13,000.00	\$13,000.00
5	Site re-Grading	1.00	LS		\$11,000.00	\$11,000.00
B. Site Preparation and Improvements					Subtotal:	\$24,000.00
C. Sanitary Sewer Improvements						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT		CONTRACT UNIT PRICE	TOTAL COST
6	9'-11' Deep - 12" PVC Sanitary Sewer	1,291.00	LF		\$140.00	\$180,740.00
7	11'-13' Deep - 12" PVC Sanitary Sewer	420.00	LF		\$148.00	\$62,160.00
8	13'-15' Deep - 12" PVC Sanitary Sewer	191.00	LF		\$168.00	\$32,088.00
9	OSHA Trench Safety	1,902.00	LF		\$5.99	\$11,400.00
10	4' Diameter Manhole (9' - 11' depth)	2.00	EA		\$10,000.00	\$20,000.00
11	4' Diameter Manhole (11' - 13' depth)	3.00	EA		\$12,000.00	\$36,000.00
12	4' Diameter Manhole (13' - 15' depth)	2.00	EA		\$14,000.00	\$28,000.00
13	20" Steel Casing and Boring (under Ennis Joslin)	115.00	LF		\$495.00	\$56,925.00
14	Dewatering / Well Pointing	1,900.00	LF		\$35.00	\$66,500.00
15	Connect to existing MH (15' aproximate depth)	1.00	LS		\$9,500.00	\$9,500.00
16	Traffic Control	1.00	LS		\$3,500.00	\$3,500.00
C. Sanitary Sewer Improvements					Subtotal:	\$506,813.00
					Estimated Off-Site Saniatry Sewer Construction Costs:	\$544,938.00
Professional Services						
ITEM NO.	DESCRIPTION					FEE
1	Engineering					\$44,870.35
2	Topographic Surveying					\$6,000.00
4	Testing					\$2,724.69
Professional Services					Subtotal:	\$53,595.04
					TOTAL ESTIMATED OFF-SITE SANITARY SEWER COSTS:	\$598,533.04
					TOTAL ESTIMATED PROJECT COSTS:	\$5,373,839.79

Engineer Estimate of Project Costs

Title: Sandy Creek - Off-Site Trunk Main Reimbursement

Owner: Palm Land Investments, Inc.

Contact: Dan Caballero

Address: 5949 La Costa
Corpus Christi, Texas 78414

Phone: (361) 765-2166

NEI Engineer: Craig Thompson, P.E.

Address: 4501 Gollihar Road
Corpus Christi, Texas 78411

Phone: (361) 814 - 9900



Date of Estimate: August 13, 2014

A. Storm Water Pollution Prevention

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
1	Reinforced Filter Fabric Fence	1,900.00	LF	\$3.75	\$7,125.00
2	Stabilized Construction Entrance	2.00	LS	\$2,000.00	\$4,000.00
3	Post Constructon Seeding	1.00	LS	\$3,000.00	\$3,000.00
A. Storm Water Pollution Prevention Subtotal:					\$14,125.00

B. Site Preparation and Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
4	Mobilization and Demobilization	1.00	LS	\$13,000.00	\$13,000.00
5	Hauling / Site Re-Grading	1.00	LS	\$11,000.00	\$11,000.00
B. Site Preparation and Improvements Subtotal:					\$24,000.00

C. Sanitary Sewer Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL COST
6	9'-11' Deep - 12" PVC Sanitary Sewer	1,291.00	LF	\$140.00	\$180,740.00
7	11'-13' Deep - 12" PVC Sanitary Sewer	420.00	LF	\$148.00	\$62,160.00
8	13'-15' Deep - 12" PVC Sanitary Sewer	191.00	LF	\$168.00	\$32,088.00
9	OSHA Trench Safety	1,902.00	LF	\$5.99	\$11,400.00
10	4' Diameter Manhole (9' - 11' depth)	2.00	EA	\$10,000.00	\$20,000.00
10	4' Diameter Manhole (11' - 13' depth)	3.00	EA	\$12,000.00	\$36,000.00
11	5' Diameter Manhole (13' - 15' depth)	2.00	EA	\$14,000.00	\$28,000.00
12	20" Steel Casing and Boring (Ennis Joslin)	115.00	LF	\$495.00	\$56,925.00
13	Dewatering / Well Pointing	1,900.00	LF	\$35.00	\$66,500.00
14	Connect to existing MH (15' aproximate depth)	1.00	LS	\$9,500.00	\$9,500.00
15	Traffic Control	1.00	LS	\$3,500.00	\$3,500.00
C. Sanitary Sewer Improvements Subtotal:					\$506,813.00

Estimated Construction Costs: \$544,938.00

Professional Services

ITEM NO.	DESCRIPTION	FEE
1	Engineering	\$44,870.35
2	Topographic Surveying	\$6,000.00
4	Testing	\$2,724.69
Professional Services Subtotal:		\$53,595.04

Total Offsite Estimated Project Costs: \$598,533.04

Lot Fee Credit for 254 Lots: \$99,822.00

Total Wastewater System City Participation: \$498,711.04



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: DANEEL CABALLERO
STREET: 5949 LA COSTA **CITY:** CORPUS CHRISTI TX **ZIP:** 78414
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

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: Daniel Caballero **Title:** PRESIDENT
(Print)

Signature of Certifying Person: _____ **Date:** 7/22/2014

DEFINITIONS

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



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: M E CABALLERO
STREET: 5949 LA COSTA CITY: CORPUS CHRISTI, TX ZIP: 78414
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

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: MARIA ELBA CASABUERO Title: SECRETARY
(Print)
Signature of Certifying Person: [Signature] Date: 7/22/2014

DEFINITIONS

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