

Ordinance authorizing a Wastewater Force Main and Lift Station Construction and Reimbursement Agreement with Tamez Development Corporation to construct wastewater force main and lift station for a planned residential subdivision located on CR-43 with a completion date of February 28, 2022; transferring \$300,000 from the Sanitary Sewer Collection Line Trust Fund and \$200,000 from the 4030 Water Distribution Main Trust Fund to the Sanitary Sewer Trunk System Trust Fund; and appropriating \$1,965,620.00 from the Sanitary Sewer Trunk System Trust Fund to reimburse the Developer per the agreement.

WHEREAS, the Developer, in lieu of submitting a plat, has submitted a Land plan which is to be platted and developed in the future, to wit: approximately 281 acres out of the South-Half of Section 6, Laureles Farm Tracts;

WHEREAS, under the UDC, the Developer is responsible for construction of the wastewater force main and lift station (“Force Main and Lift Station”);

WHEREAS, under the UDC, the Developer is eligible for reimbursement of the Developer's costs for the construction of Force Main and Lift Station;

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

WHEREAS, Section 8.5.2.E.4 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; and

WHEREAS, the Developer has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Force Main and Lift Station; and

WHEREAS, after a public hearing pursuant to UDC §8.5.1.C.4 & §8.5.2.I, City Council finds the transfer of \$300,000 from the No. 4220-21801 from the Sanitary Sewer Collection Line Trust Fund and \$200,000.00 from the No. 4030-21806 Water Distribution Man Trust Fund to the No.4220-21800 Sanitary Sewer Trunk System Trust Fund is necessary to better carry out the purposes of this Unified Development Code.

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

SECTION 1. The City Manager or designee is authorized to execute a Force Main and Lift Station Construction and Reimbursement Agreement (Agreement) attached hereto, with Tamez Development Corporation for the construction and installation of a 6-inch wastewater force main line and Lift Station, for the development of the future property known as Kings Lake Phase II, Corpus Christi, Texas.

SECTION 2. Funding in the amount of \$300,000.00 is transferred from the No. 4220-21801 Sanitary Sewer Collection Line Trust Fund to the No.4220-21800 Sanitary Sewer Trunk System Trust Fund.

SECTION 3. Funding in the amount of \$200,000.00 is transferred from the No.

4030-21806 Water Distribution Man Trust Fund to the No.4220-21800 Sanitary Sewer Trunk System Trust Fund.

SECTION 5. Funding in the amount of \$1,965,620.00 is appropriated from the No.4220-21800 Sanitary Sewer Trunk System Trust Fund, to reimburse the Developer for the construction of a wastewater lift station and a 6-inch wastewater force main line, and construction improvements in accordance with the Agreement.

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

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

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

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

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

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

**WASTEWATER FORCE MAIN AND LIFT STATION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater Force Main and Lift Station Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Tamez Development Corporation ("Developer"), a Texas Corporation.

WHEREAS, the Developer, in lieu of submitting a plat, has submitted a Land plan which is to be platted and developed in the future, to wit: approximately 281 acres out of the South-Half of Section 6, Laureles Farm Tracts, 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 is responsible for construction of the wastewater force main and lift station ("Force Main and Lift Station");

WHEREAS, under the UDC, the Developer is eligible for reimbursement of the Developer's costs for the construction of Force Main and Lift Station;

WHEREAS, it is to the best interest of the City that the Force Main and Lift Station be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E.4 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; and

WHEREAS, the Developer has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Force Main and Lift Station, 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 shall construct the Force Main and Lift Station 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 licensed in the State of Texas and acceptable to the City's Development Services Engineer to prepare plans and specifications for the Force Main and Lift Station, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

East London Lift Station (Includes Lift Station with Wetwell & Pumps Sized for Approx. 0.45 MGD, Access Road Paving, Overhead Power, Emergency Generator w/ Foundation)	LS	1
Directionally Drilled 6" (DR-18) FPVC Force Main	LF	1,700
Bore Pit Trench Safety	EA	2
6" C900 (DR-18) PVC Force Main (0'-8')	LF	600
Trench Safety for Open Cut Pipe Installation	LF	600
Well Pointing	LF	600
6" Plug Valve & Box	EA	2
6" 11.25° Bend	EA	2
2" Air/Vacuum Release Valve in 5" Diameter F/G Manhole	EA	2
6" Diameter F/G Manhole	EA	1
Manhole Trench Safety	EA	3
Connect to Existing Manhole	EA	1
Full Depth Pavement Repair	SY	430
Remove and Replace Curb and Gutter	LF	30

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.

e. The wastewater extension plans and specifications must be submitted for review by the City within 45 days of approval of this Agreement by the City Council.

3. SITE IMPROVEMENTS. Prior to the start of construction of the Force Main and Lift Station, Developer shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Force Main and Lift Station. Where portions of the proposed Force Main and Lift Station reside on City land, easements necessary for the Force Main and Lift Station will be granted by the City upon agreement of the metes and bounds.

4. PLATTING REQUIRED. Within 45 days of execution of this agreement, Developer shall submit a master preliminary plat application for future consideration by the Corpus Christi Planning Commission for the area in the Land plan attached in Exhibit 1.

5. DEVELOPER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer shall award a contract and complete the Force Main and Lift Station, under the approved plans and specifications, within 24 months from the date of the approval of the Force Main and Lift Station plans by the City.

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 per published timelines.

8. DEFAULT. The following events shall constitute default:

- a. Developer 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'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 45th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer fails to award a contract for the construction of the Force Main and Lift Station, according to the approved plans and specifications, within 9 months after the date of approval of this Agreement by the City Council.
- d. Developer's contractor does not reasonably pursue construction of the Force Main and Lift Station under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the Force Main and Lift Station, under the approved plans and specifications, within the later of 24 months from the date of City Council approval of this agreement or 24 months from the approval of wastewater extension plans by the City.
- f. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

9. NOTICE AND CURE OF DEFAULT.

- 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 fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 business days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer by reducing the reimbursement amount due to the Developer.
- e. In the event of an uncured default by the Developer, 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 under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer 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 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:

Tamez Development Corporation
823 Kinney Street
Corpus Christi, Texas 78401

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'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 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 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. PLATTING FEES. Upon platting, the actual wastewater system lot/acreage fees may be credited in accordance with Corpus Christi Texas Unified Development Code §8.5.
16. REIMBURSEMENT.
- a. Subject to the conditions for reimbursement from the Wastewater Trunk System Trust Fund, availability of funds, and the appropriation of funds, the City will reimburse the developer the reasonable actual cost of the Force Main and Lift Station in an amount not to exceed **\$1,965,620.00**. Reasonable actual costs are attached in **Exhibit 4**; the contents of such exhibit being incorporated by reference into this Agreement.
 - b. The City agrees to reimburse the Developer 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 shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
 - c. The final 5% of the reimbursement will be held in retention until such time the City accepts dedication of the Force Main and Lift Station.
 - d. 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.
 - e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer 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

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 THE CONSTRUCTION OF THE WASTEWATER EXTENSION.

17. **DEVELOPMENT OF LAND.** This Agreement is to encourage the development of the land within the boundaries of the East London Area Master Wastewater Plan, including initially a section of that portion of Tract II as described in Correction Warranty Deed having DOC # 2015011169 containing approximately 281 acres and incorporated herein as **EXHIBIT 5**

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

19. **DISCLOSURE OF INTEREST.** Developer 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 6**.

20. **EFFECTIVE DATE.** This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer 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.

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

23. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with Corpus Christi Texas Unified Development Code §8.5.

24. DEDICATION OF WASTEWATER EXTENSION. Upon completion of the construction, dedication of Wastewater Extension will be subject to City inspection and approval.

25. CERTIFICATE OF INTERESTED PARTIES. Developer 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>.

26. CONFLICT OF INTEREST. Developer 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>

EXECUTED IN ONE ORIGINAL this _____ day of _____, 2020.

ATTEST:

CITY OF CORPUS CHRISTI

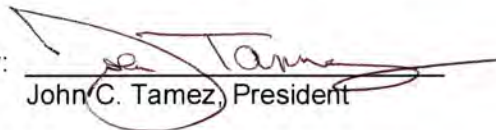
Rebecca Huerta
City Secretary

Al Raymond III
Director of Development Services

APPROVED AS TO FORM: _____, 2020

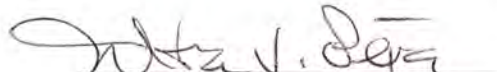
Buck Brice, Assistant City Attorney
For the City Attorney

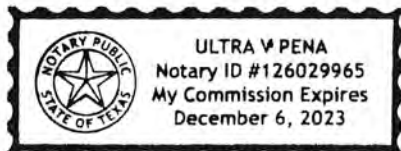
Developer:
Tamez Development Corporation

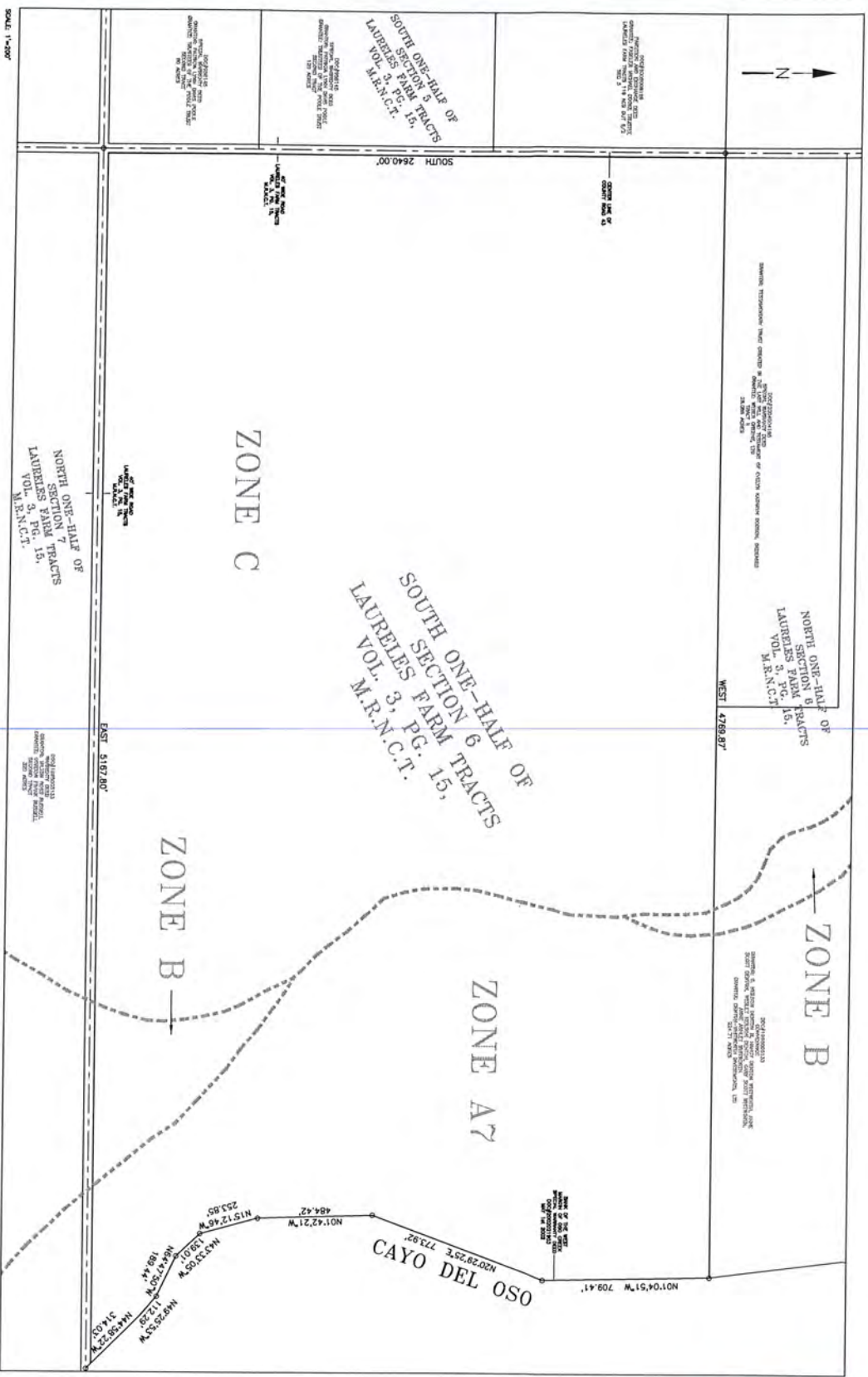
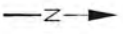
By: 
John C. Tamez, President

STATE OF TEXAS §
 §
COUNTY OF Nueces §

This instrument was acknowledged before me on January 28 , 2020, by John C. Tamez, President, Tamez Development Corporation, a Texas Company, on behalf of said company.


Notary Public's Signature





NOTES

1. BACKGROUND PHOTO AND PHOTOGRAPHY PROVIDED BY SOLLID AND PERFORMANCE SURVEYING, INC. (SOLLID AND PERFORMANCE) FOR THE PURPOSES OF THIS SURVEY. THE PHOTOGRAPHY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF SOLLID AND PERFORMANCE.

2. THE LOCATION OF THE SURVEY POINTS IS POSITIONED, PROVIDED BY TSM.

AREA

3. TOTAL AREA: 1,117 ACRES

4. TOTAL AREA: 21,133 ACRES

THIS SURVEY HAS BEEN MADE WITHOUT ANY TITLE RESEARCH AND WITHOUT ANY OF THE GUARANTEES OF A SURVEYOR. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY INTERESTS IN THE LAND BEING SURVEYED AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED FOR THE PURPOSES OF LOCATING THE PROPERTY WITH A HATCHED BOUNDARY. THE SURVEYOR HAS BEEN ADVISED THAT THE CLIENT'S DOCUMENTS REFERRED TO DO NOT MATCH THE INFORMATION PROVIDED AND HAS BEEN ADVISED OF THE DISCREPANCY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE LAND BEING SURVEYED AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED FOR THE PURPOSES OF LOCATING THE PROPERTY WITH A HATCHED BOUNDARY. THIS IS THE 17th DAY OF OCTOBER 2018.



AM LAND SURVEYING
 phone: (361) 333-4317
 P.O. Box 71094
 Corpus Christi, TX 78467
 Firm Registration # 101943460
 e-mail: antlandsurveying@yahoo.com



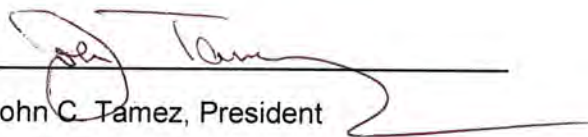
LOCATION MAP



Exhibit 1

**APPLICATION FOR WASTEWATER FORCE MAIN AND LIFT STATION
REIMBURSEMENT**

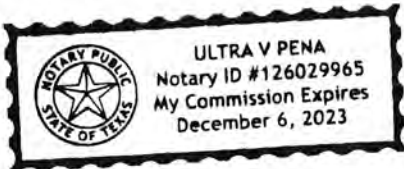
We, Tamez Development Corporation, 823 Kinney Street, Corpus Christi Texas, 78401, owners and developers of proposed residential subdivision Kings Lake Phase 2, Corpus Christi, hereby, request reimbursement of \$1,965,620.00 for the installation of a Wastewater Force Main and Lift Station, in conjunction with said property, as provided for by UDC Section 8.5.2. \$1,965,620.00 is the combined construction cost including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

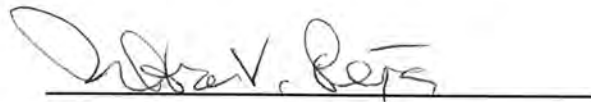
By: 
John C. Tamez, President

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 1/28/20 by John C. Tamez, Owner, President of, Tamez Development Corporation, a Texas Limited Liability Corporation, on behalf of the said corporation.




Notary Public in and for the State of Texas

CERTIFICATION

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

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


Development Services Contracts Administrator

1/28/20
(Date)

TECHNICAL MEMORANDUM

FOR:

KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT
NUECES COUNTY, TEXAS
WASTEWATER MASTER
PLAN REVISION
PHASE 1

PREPARED BY:



LJA Engineering, Inc.

TBPE F-1386/TBPLS 10104001
5350 S. STAPLES STREET, SUITE 425
CORPUS CHRISTI, TEXAS 78411
PHONE: 361.991.8550
WWW.LJA.COM



January 23, 2020

JANUARY 23, 2020

INTRODUCTION

A. BACKGROUND

The John Tamez 281-acre tract, as shown on Exhibit 1, is located south and west of, and adjacent to, the Oso Creek between FM 43 and FM 2444. The tract is located in Nueces County and was annexed into the City of Corpus Christi on December 10, 2019. Mr. Tamez intends to develop the property into a primarily single-family residential subdivision. In order to accomplish this, wastewater service to the tract required approval from the City of Corpus Christi. In order to address this issue, Mr. Tamez engaged LJA Engineering Inc. to prepare conceptual layouts and opinions of probable cost for options to serve the wastewater requirements of the proposed development to present to the City. The conceptual options and layouts presented in the Draft Technical Memorandum prepared by LJA were reviewed by the City and a phased approach for providing wastewater service to the proposed development was agreed upon and approved by the City. Hence, the East London Area Wastewater Master Plan was amended by City Council on January 21, 2020.

B. PURPOSE OF THIS MEMORANDUM

This memorandum will explore the East London Area Wastewater Master Plan phasing, in a very conceptual way, to extend wastewater service to the Tamez tract. This memorandum is not intended to be a preliminary engineering report or a design memorandum, both of which require very detailed information and surveys not included in the scope of this report.

C. WASTEWATER COLLECTION SYSTEM MASTER PLAN SOUTH OF OSO CREEK

The Wastewater Collection System Master Plan South of Oso Creek, originally prepared circa 2007 by LNV Engineering, Inc., was approved by the City Council in April 2017. The plan indicates that the Tamez tract would be served by a gravity sewer which would direct flows to a major lift station called CR 20A LS in the Plan. According to the Plan, the CR 20A Lift Station would have a peak design flow of 39.29 MGD. This would seem to indicate that the size and cost of the station would make it very unlikely to be constructed in any near-term scenario. The Plan calls for all flows to be directed to the Greenwood WWTP.

D. MODIFICATIONS TO THE WASTEWATER COLLECTION SYSTEM MASTER PLAN SOUTH OF OSO CREEK

Since the plan calls for wastewater service to the Tamez tract to be directed to the major CR 20A Lift Station, which would appear to be a very long-term plan, it presents an obstacle to a near term development. Hence, the City adopted the East London Area Wastewater Master Plan to serve as a phased master plan to serve the initial wastewater needs of the Tamez tract in Phase 1 and serve the ultimate wastewater service basin in Phase 2.

**TECHNICAL MEMORANDUM
KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT
NUECES COUNTY, TEXAS
MASTER PLAN REVISION – PHASE 1**



Phase 1 – New East London Lift Station (Wet well and pumps sized for 0.45 MGD flows) and 6" Force Main to King's Lake Drive Gravity Sewer. See Exhibit 2.

Phase 1 will consist of situating the CR 20A lift station, to be renamed the East London Lift Station, on the southwest portion of Tamez tract with a wet well and pumps sized for a flow of 0.45 MGD (million gallons per day). The Lift Station would serve only the Tamez tract and would direct flows in a 6" force main from the lift station to an existing gravity sewer in the King's Lake Subdivision, which is located across the Oso Creek from the Tamez tract. The property which would be utilized in the subdivision for the Oso Creek crossing, is adjacent to the Creek and is owned by Mr. Tamez. The allowed flow of 0.45 MGD in Phase 1 would be accommodated by the Lakes Lift Station which is in the Oso WRP Basin.

Phase 2 – East London Lift Station Upgrade (Additional wet well(s) and pumps sized for ultimate wastewater service basin of 2,696 acres) and Force Main to Greenwood Wastewater Treatment Plant. See Exhibit 3.

Phase 2 will expand the East London Lift Station by the addition of wet well(s) and pumps to accommodate the flows of the ultimate wastewater service basin of 2,696 acres. In addition to adding storage volume at the lift station, the flow will be reversed and conveyed to the Greenwood Wastewater Treatment Plant by an approximately 4.5-mile-long force main.

ANALYSIS OF OPTIONS

A. GENERAL

Engineering analysis of the various phases utilized the following criteria and parameters:

Residential Housing Density: 4 residences/acre

Persons Per Residence: 3.5

Per Capita Daily Wastewater Flow: 75 Gallons Per Person

Peak Flow Factor (Peak Two Hour Flow) – New Development: 2.5

Peak Flow Factor (Peak Two Hour Flow) – Lakes Lift Station: 2.5

Wet Well Volume Sizing

TCEQ Design Criteria, Chapter 217 of TAC 30

$$V = T \times Q / 4 \times 7.48$$

Where:

V = Active Volume (cubic feet)

Q = Peak Pumping Capacity (Gallons per Minute)

T = Cycle Time (Minutes)

For Pump motors with a horsepower rating less than 50, T = 6 minutes.

Phase 1 wet well sizing will be for the initial flows of 0.45 MGD, however, the additional wet well(s) for ultimate flow can be constructed in Phase 2 with the initial wet well construction incorporating a stub out for an interconnecting pipe between the near term and future wet well(s) being provided. The lift station site plan must take into account future wet well additions.

**TECHNICAL MEMORANDUM
KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT
NUECES COUNTY, TEXAS
MASTER PLAN REVISION – PHASE 1**



- B. PHASE 1** – New East London Lift Station (Wet well and pumps sized for 0.45 MGD flows) and 6" Force Main to King's Lake Drive Gravity Sewer. See Exhibit 2, 4, and 5.

Peak Pump Flows (Calculated Peak Flow + 10%)
Ultimate Peak Pump Flow: 310 GPM (0.45 MGD)

Wet Well Capacity New Lift Station
Ultimate Flow 63 CF

It is judged that a combination of interconnected wet wells with diameters between 6' and 8', depending on actual calculated flows derived from final land plans and usages, will be utilized.

A capacity analysis was performed on the Lakes Lift Station to verify that the lift station was capable of collecting and conveying the Phase 1 flows. The Lakes Lift Station capacity analysis is shown on Exhibits 6 and 7. Based on the pumps run time data and 1983 vintage as-builts furnished by the City of Corpus Christi it was judged that the Lift Station does have the pumping capacity to accommodate the 310 GPM additional flow from the Tamez Property during Phase 1. With the additional flow, the estimated peak flow to the station will be approximately 1,350 GPM in comparison with the existing calculated pumping capacity of 1,500 GPM. The existing wet well capacity is deficient if the capacity is calculated to not allow wastewater to "back up" into the incoming sewer lines.

A hydraulic analysis was also performed by LNV Engineering, Inc. using the hydraulic model of the Oso WRP service area to ensure the additional flows do not create any capacity constraints on the existing system. LNV performed the hydraulic analysis based on Option 1 presented in the Draft Technical Memorandum prepared by LJA which included a new lift station conveying flow to the King's Lake Subdivision as described in Phase 1 above, but conveying the flow from 800 residences or a peak flow of 700 GPM. The hydraulic model indicated that flow must be restricted to approximately 313 GPM (0.45 MDG) to utilize the tie-in point in the King's Lake Subdivision due to the available capacity of the existing 8" wastewater line. The hydraulic model also indicated that flow to the Lakes Lift Station must be restricted to 450-500 GPM (0.65-0.72 MGD) due to the available capacity in the existing 12" wastewater line between Yorktown Boulevard and the lift station. LNV noted that the HGL approached the ground elevation with the additional 500 GPM peak pump flow and that the peak pump flow should be from 450-500 GPM depending on the freeboard requirement. The hydraulic analysis performed by LNV can be found in Exhibit 8.

Based on the above information, the City restricted the flow for Phase 1 to 0.45 MGD.

Preliminary Opinion of Probable Cost for Phase 1: \$1,966,000. See Exhibit 9 for the Conceptual Opinion of Probable Construction Cost.

- C. PHASE 2** – East London Lift Station Upgrade (Additional wet well(s) and pumps sized for ultimate wastewater service basin of 2,696 acres) and Force Main to Greenwood Wastewater Treatment Plant. See Exhibit 3.

Actual calculated flows for the ultimate wastewater service basin of 2,696 acres as shown on the Exhibit and will be derived from final land plans and usages in the future. Additional wet well(s) and pumps will be sized based on the ultimate peak flows.

**TECHNICAL MEMORANDUM
KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT
NUECES COUNTY, TEXAS
MASTER PLAN REVISION – PHASE 1**



Final design must take into account maintaining a minimum flow velocity of 2 fps in the force main to the Greenwood Wastewater Treatment Plant.

Phase 2 is anticipated to be accomplished under a City of Corpus Christi Capital Improvements Project or Bond Program in the future.

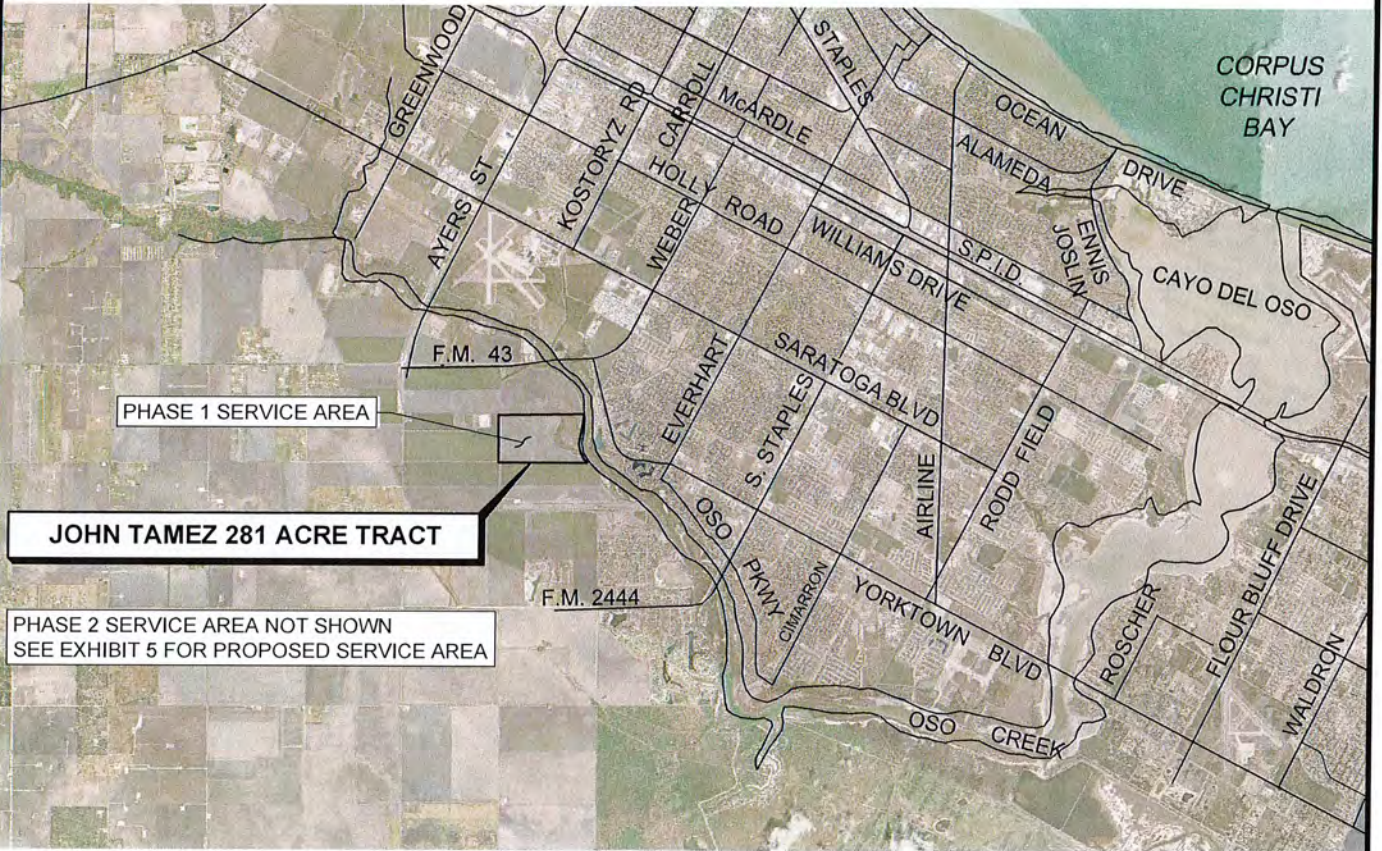
Preliminary Opinion of Probable Cost for Phase 2: TBD

APPENDIX

- Exhibit 1 - Location Map
- Exhibit 2 - Master Plan Revision – Phase 1
- Exhibit 3 - City of Corpus Christi Proposed Service Area (East London Lift Station)
- Exhibit 4 - Wastewater Flow Summary
- Exhibit 5 - Force Main Sizing
- Exhibit 6 - Lakes Lift Station Preliminary Analysis – Existing Pumps
- Exhibit 7 - Lakes Lift Station Preliminary Analysis – Peak Flow and Wet Well Capacity
- Exhibit 8 - LNV Engineering, Inc. – Lakes Lift Station Model and Capacity Assessment
- Exhibit 9 - Conceptual Opinion of Probable Construction Cost – Phase 1

EXHIBIT 1
LOCATION MAP

LJACC: NAME: RA\CLIENTS\TAMEZ DEVELOPMENT, INC. - C978\21125 - Tamez Tract Phases 1 & 2\CAD\Exhibits\Option - Exhibits Final Technical Memo - Revised for 0.45 MGD.dwg aklore Wed, Jan 22 2020 @ 4:35 pm



THIS DOCUMENT IS RELEASED TEMPORARILY FOR INTERIM REVIEW PURPOSES ONLY BY JEFFREY C. COYM, P.E. 101983, ON 01/17/2020, AND SHALL NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT

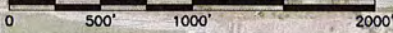
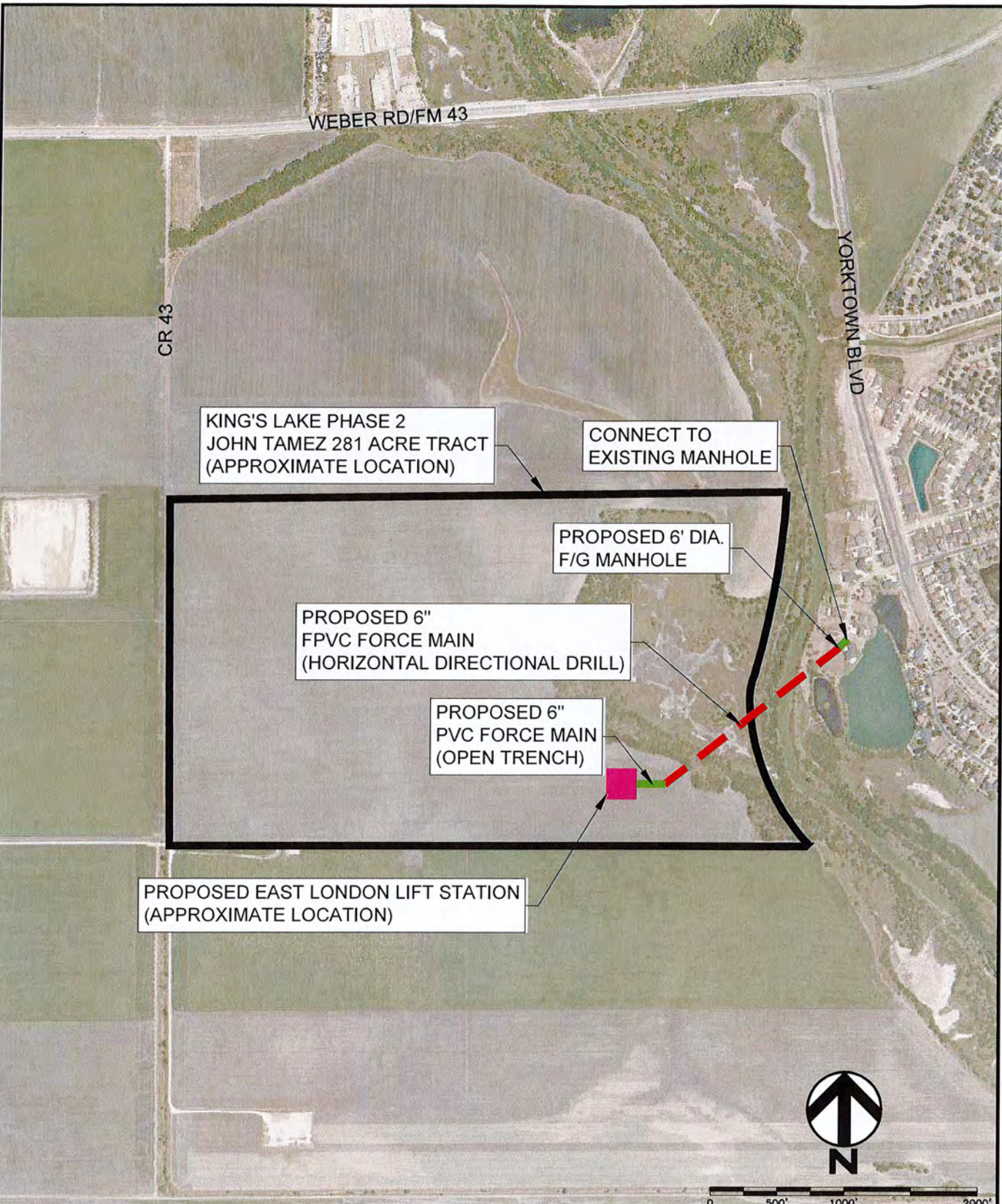
**EXHIBIT 1
LOCATION MAP**

SCALE:	AS NOTED
DRAWN BY:	DWK
APPROVED BY:	JCC
DATE:	JANUARY 2020
JOB NO.:	C978-21125
SHEET NO.:	1 OF 1

EXHIBIT 2

MASTER PLAN REVISION – PHASE 1

LJACC NAME: R:\CLIENTS\TAMEZ DEVELOPMENT, INC. - C978\21125 - Tamez Tract Phases I & 2\CAD\Exhibits\Option Exhibits Final Technical Memo - Revised for 0.45 MGD.dwg dklore Fl, Jan 17 2020 @ 3:58 pm



THIS DOCUMENT IS RELEASED TEMPORARILY FOR INTERIM REVIEW PURPOSES ONLY BY JEFFREY C. COYM, P.E. 101983, ON 01/17/2020, AND SHALL NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



KING'S LAKE PHASE 2
JOHN TAMEZ 281 ACRE TRACT

EXHIBIT 2
MASTER PLAN REVISION - PHASE 1

SCALE:	AS NOTED
DRAWN BY:	DWK
APPROVED BY:	JCC
DATE:	JANUARY 2020
JOB NO.	C978-21125
SHEET NO.	1 OF 1

EXHIBIT 3

CITY OF CORPUS CHRISTI
PROPOSED SERVICE AREA
(EAST LONDON LIFT STATION)



Proposed Service Area (East London Lift Station)

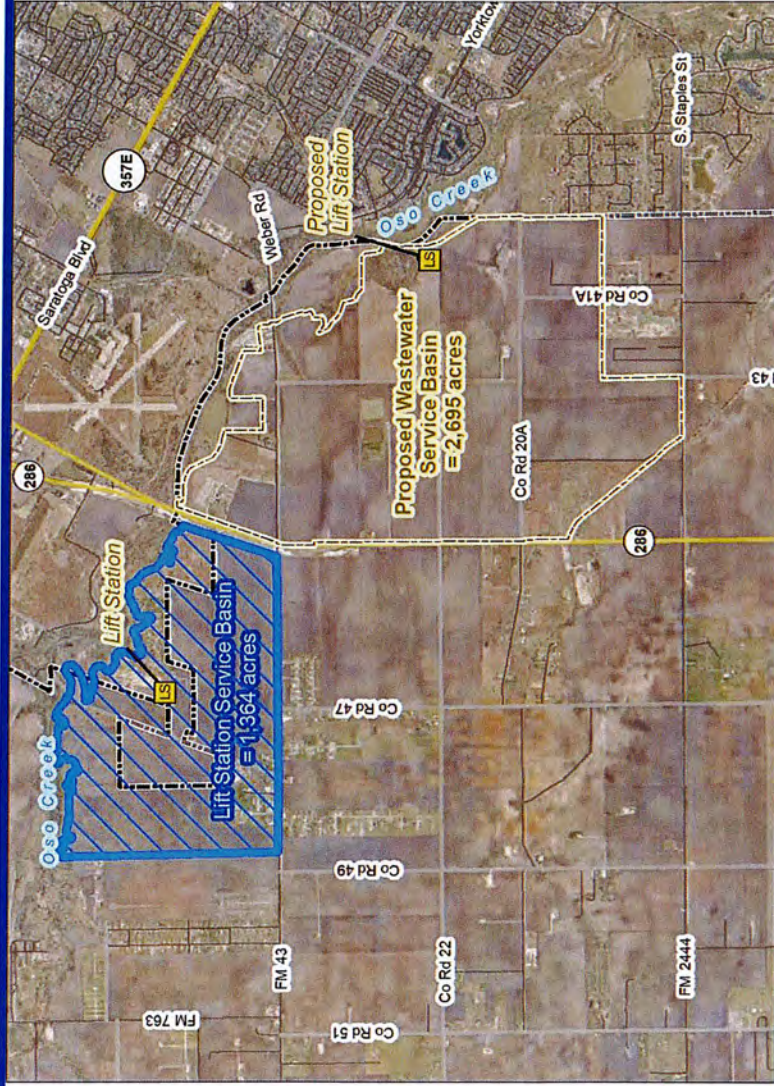


EXHIBIT 4

WASTEWATER FLOW SUMMARY

Exhibit 4
Wastewater Flow Summary



Land Use	Area (acres)	Units/Acre	Persons/Acre	Total Units	Population (persons)	Wastewater Yield		Average Daily Flow		Peaking Factor	Peak Wet		Peak Pump Flows (Calculated Peak Flow +10%)	
						(gal/person/day)	(gal/acre/day)	(gpd)	(gpm)		(gpd)	(gpm)	(gpd)	(gpm)
Low Density Residential	150	4	14	600	2,100	75	1,050	157,500	109	2.5	393,750	273	433,125	301
Total	150				2,100			157,500	109	0.16	393,750	273	433,125	301
														0.43

EXHIBIT 5
FORCE MAIN SIZING

Exhibit 5
Force Main Sizing



Phase 1 - FM Sizing

Diameter (in)	Material	Length (ft)	C _{II}	Low Elev (ft)	High Elev (ft)	Flow (gpm)	Flow (cfs)	Pipe Area (sf)	Velocity (ft/s)	Static HL (ft)	Friction HL (ft)	Minor Losses (ft)	Total HL (ft)	Total HL (psi)	Design Flow
6	C900 PVC	2,300	140	-25.00	0.00	301	0.67	0.20	3.41	25.00	16.21	0.81	42.02	18.19	Peak Wet
8	C900 PVC	2,300	140	-25.00	0.00	301	0.67	0.35	1.92	25.00	3.99	0.20	29.19	12.64	Peak Wet
10	C900 PVC	2,300	140	-25.00	0.00	301	0.67	0.55	1.23	25.00	1.35	0.07	26.41	11.43	Peak Wet

EXHIBIT 6

LAKES LIFT STATION PRELIMINARY
ANALYSIS – EXISTING PUMPS

Exhibit 6
Lakes Lift Station Preliminary Analysis - Existing Pumps

System Curve

Flow	WW1 - Pumps in Wet Well 1 - 8" Riser to 10' FM			Total
	Static Head Loss	Friction Head Loss	Minor Head Loss	
0	22	0	0	22
400	22	2.62	0.29	24.91
800	22	9.45	1.17	32.62
1200	22	20.01	2.63	44.64
1600	22	34.07	4.68	60.75
2000	22	51.48	7.32	80.8
Flow	WW2 - Pump in Wet Well 2 - 6" Riser to 10' FM (BYPASS)			Total
	Static Head Loss	Friction Head Loss	Minor Head Loss	
0	22	0	0	22
400	22	3.63	1.18	26.81
800	22	13.08	4.74	39.82
1200	22	27.69	10.65	60.34
1600	22	47.15	18.94	88.09
2000	22	71.24	29.6	122.84

Pump Curve

Flygt N 3153-434		
Single Pump Flow (GPM)	Double Pump Flow (GPM)	TDH (Feet)
0	0	84
400	800	66.5
800	1600	55
1200	2400	42.5
1600	3200	28
2000	4000	14.5

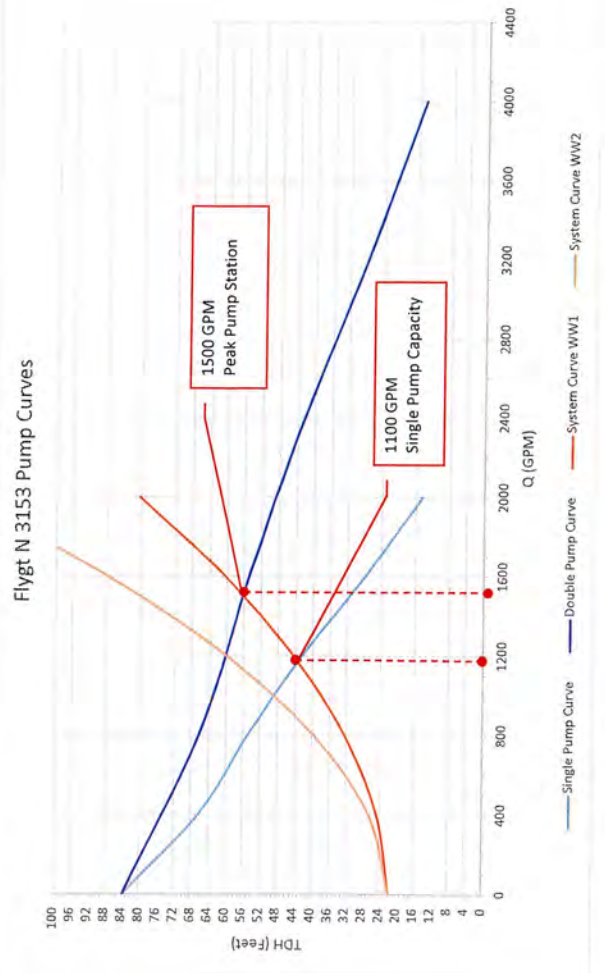


EXHIBIT 7

LAKES LIFT STATION PRELIMINARY
ANALYSIS – PEAK FLOW AND WET
WELL CAPACITY

Exhibit 7
Lakes Lift Station Preliminary Analysis - Peak Flow and Wet Well Capacity

Average Daily Run Times Based on Lakes Lift Station Run Times Furnished by City of Corpus Christi

Day of Reading	Pump 1 (hrs/day)	Pump 2 (hrs/day)	Pump 3 (hrs/day)	Total Avg. Daily Run Times (hrs/day)
4/19/2019	2.9	2.1	2.5	7.5
5/2/2019	2.7	2.3	2.4	7.4

Average Daily Flow & Peak Flow

Utilized the Average Daily Run times above to calculate Average Daily Dry Weather Flow with one (1) pump operating. Assume 3 Hrs/Day

$$\text{One Pump: } Q = 3 \frac{\text{hrs}}{\text{day}} \times 1100 \frac{\text{Gal}}{\text{Min}} \times 60 \frac{\text{Min}}{\text{hr}} = 198,000 \frac{\text{Gal}}{\text{Day}}$$

$$\text{w/ Three Pumps: } Q = 3 \text{ Pumps} \times 198,000 \frac{\text{Gal}}{\text{Day}} = 594,000 \frac{\text{Gal}}{\text{Day}} = \text{Average Daily Flow}$$

$$\text{w/ Peak Factor of 2.5: } Q = 594,000 \frac{\text{Gal}}{\text{Day}} \times 2.5 = 1,485,000 \frac{\text{Gal}}{\text{Day}} = 1031 \frac{\text{Gal}}{\text{Min}} = \text{Peak Flow}$$

Analysis: 1031 GPM < 1500 GPM Station Capacity

Minimum Wet Well Operating Volume per TCEQ Chapter 217, Equation C.4

$$V = \frac{T \times Q}{4 \times 7.48}$$

Where:

V = Active Volume (Cf)

Q = Pump Capacity (GPM)

T = Cycle Time (Min) = 6 Min minimum per TCEQ Chapter 217, Table C.5 - Minimum Pump Cycle Times
 7.48 = Conversion Factor (Gal/Cf)

$$\text{Pump 1 } V = \frac{6 \times 1100}{4 \times 7.48} = 221 \text{ Cf} \quad H = 3.9 \text{ Ft}$$

$$\text{Pump 2 } V = \frac{6 \times (1500 - 1100)}{4 \times 7.48} = 80 \text{ Cf} \quad H = 1.4 \text{ Ft}$$

$$\text{Total } V \text{ Required} = 301 \text{ Cf} \quad H = 5.3 \text{ Ft}$$

Existing Wet Well Analysis Based on 1982 & 1983 Vintage As-Builts Furnished by the City of Corpus Christi

Existing lift station consists of two (2) 6' diameter wet wells.
 Incoming Gravity Lines:

12" VCP: Invert EL. = 1.43 Ft

12" VCP: Invert EL. = -1.07 Ft

12" VCP: Invert EL. = -1.00 Ft

Existing All Pumps Off: EL. -3.50 Ft

Pump 1 On: EL. -3.50 Ft + 3.90 Ft (From Required H for Minimum Pump 1 Volume) = EL. 0.40 > EL. -1.00 & -1.07

Per TCEQ Chapter 217.60(b)(4): A gravity pipe discharging to a wet well must be located so that the invert elevation is above the liquid level of a pumps "on" setting.

EXHIBIT 8

**LNV ENGINEERING, INC. – LAKES
LIFT STATION MODEL AND
CAPACITY ASSESSMENT**

**City of Corpus Christi
Water and Wastewater Treatment On-Call Support
Project No. E16264**

**Task Authorization No. 48
Lakes Lift Station Model and Capacity Assessment
Engineering Report**

Submitted To:



**City of Corpus Christi Engineering Department
1201 Leopard St,
Corpus Christi, Texas 78401**

August 23, 2019

Prepared By:



engineers | architects | surveyors

TBPE FIRM NO. F-366

**LNV, Inc.
801 Navigation Blvd., Suite 300
Corpus Christi, Texas 78408**



Table of Contents

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1.2 Purpose	1
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3. Results and Conclusion.....	2
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DRAFT





1. Introduction

1.1 Project Background

In response to the City of Corpus Christi's (City) request, LNV performed a wastewater collection system hydraulic analysis of Option 1 from the "Conceptual Wastewater Plans for the John Tamez 271 Acre Tract" prepared by LJA Engineering Inc. Option 1 includes the construction of 800 residencies and a new Lift Station (LS) to convey the sanitary flow from the proposed Tamez Development to the existing gravity collection system served by the Lakes LS. The hydraulic analysis was performed using the calibrated 2015 SewerGEMS model for the Oso WRP service area.

1.2 Purpose

The purpose of this task authorization was to determine if the existing wastewater collection system has the capacity to take on an additional 195 gpm average daily flow and resulting 700 gpm peak flow from the proposed Tamez LS at the tie-in location (MH GIS Asset Code: WWMNHL428323354) proposed in Option 1. The proposed discharge manhole is located in the cul-de-sac of King's Lake Dr, in Corpus Christi TX.

2. Methodology

LNV setup model scenarios for both dry weather and 5-year 24-hour design storm conditions with 2015 infrastructure information. The use of an Extended Period Simulation (EPS) model requires a diurnal flow pattern in order to project flows throughout time. LNV developed dry and wet weather diurnal patterns for the flow entering the proposed Tamez LS (Exhibit 1). This was accomplished by modifying the residential unit flow pattern from the proposed tie-in location to capture the estimated wet weather 2-hour peak and average daily dry weather flows (700 gpm and 195 gpm respectively) for the proposed Tamez Development. The wet weather pattern was then used to develop a 700 gpm peak pump flow pattern used to model the flow leaving the proposed Tamez LS (Exhibit 2). LNV modeled the additional flow from the Tamez LS by applying the developed 700 gpm peak pump flow pattern at the tie-in MH from Option 1.





3. Results and Conclusion

Exhibit 5 from the final “City-Wide Collection System Hydraulic Model and Recommendations Report” dated April 2015 that was submitted to the City was modified to show the flow path of the wastewater from the Tamez Development once it enters the existing collection system (Exhibit 4). This exhibit highlights that the flow from the new development flows through an existing Priority 2 PCC downstream. This is pointed out for information only as the actual peak flows through this PCC remain unaffected by the additional loading from the Tamez property as long as the capacity of the pumps at the Wooldridge LS is not increased.

The hydraulic profile for the existing conditions (Exhibit 5) from the proposed tie-in location in Option 1 to Lakes LS shows the existing wastewater collection system has some remaining capacity upstream of Lakes LS.

Exhibit 6 contains the hydraulic profile if the 700 gpm peak pump flow pattern is applied to the tie-in location as outlined in Option 1. This exhibit was annotated to show both the existing and proposed average daily and peak design storm flows as well as the approximate capacity for stretches of pipe with the same diameter/slope. This exhibit illustrates that the tie-in location proposed in Option 1 does not have adequate capacity to convey a peak flow of 700 gpm.

LNv identified an alternative tie-in location (MH GIS Asset Code: WWMNHL428323359) which collects into a 12-inch diameter gravity line downstream. LNv developed a 500 gpm peak pump flow pattern (Exhibit 3) and applied it to the alternative tie-in location. The hydraulic profile for this scenario (Exhibit 7) shows that this tie-in location could provide sufficient capacity to handle an additional peak flow of 500 gpm. It should be noted that the HGL approaches the ground elevation with this additional 500 gpm peak pump flow. The peak pump flow range should be from 450-500 gpm depending on the selected minimum freeboard requirement.

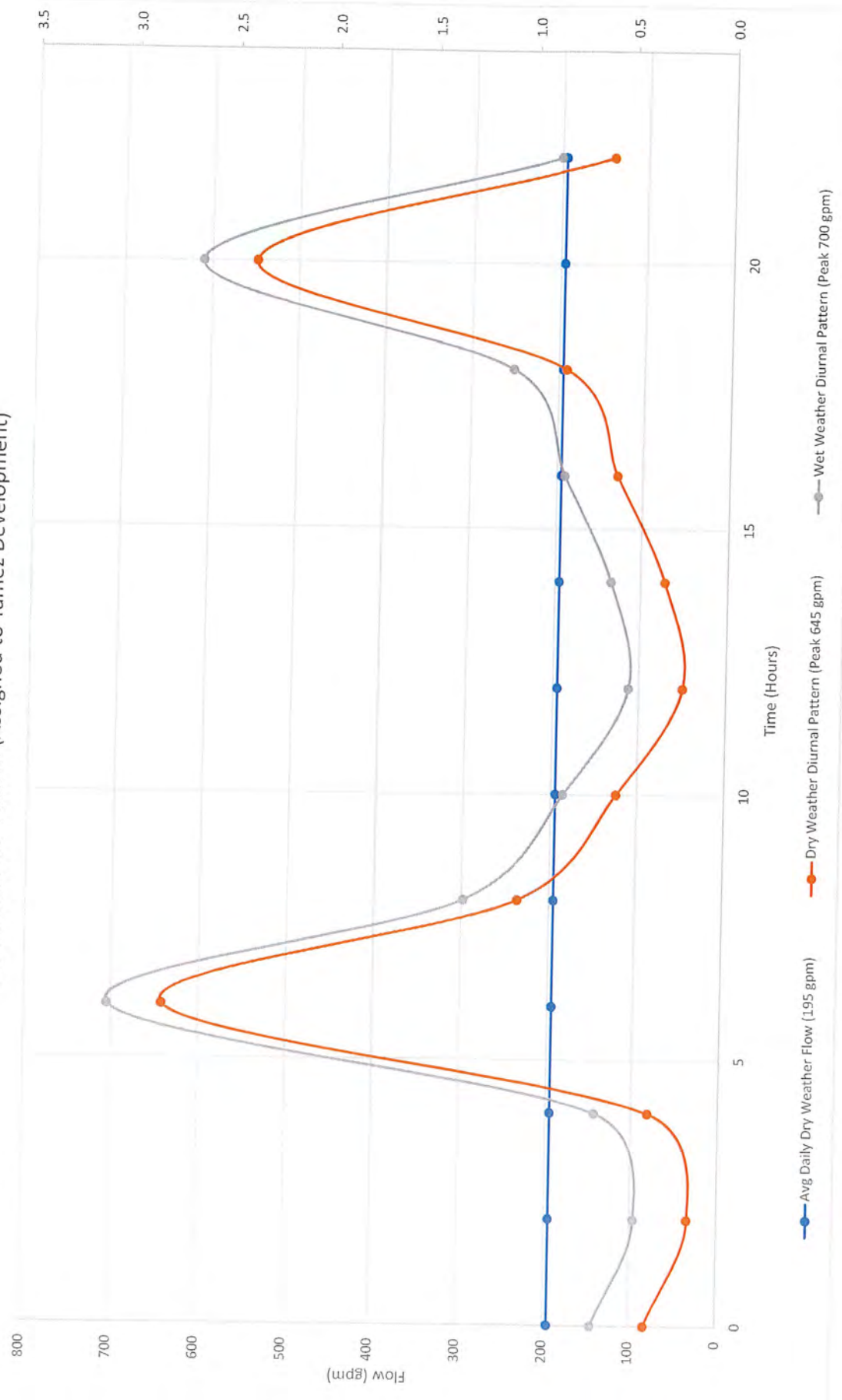




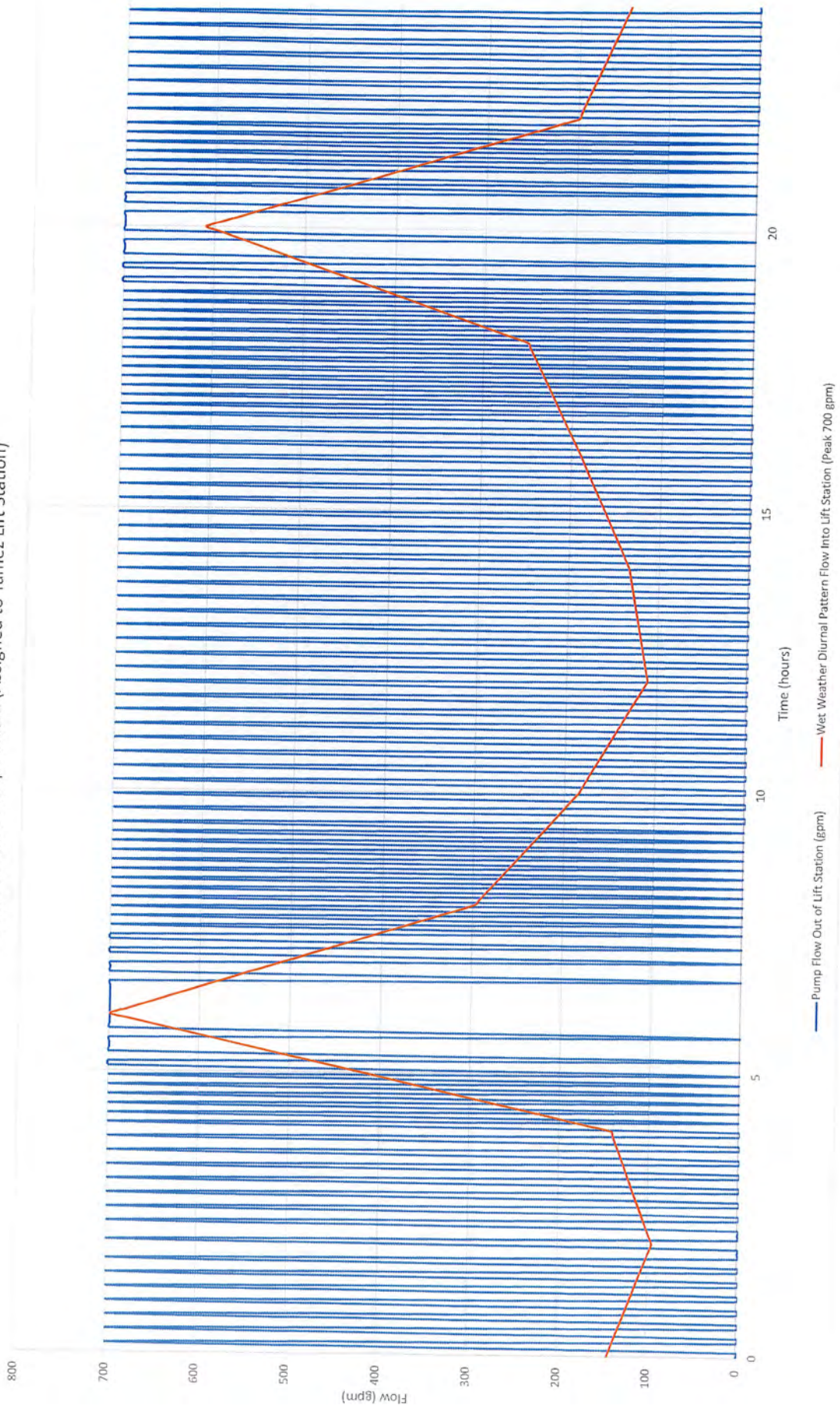
Appendix



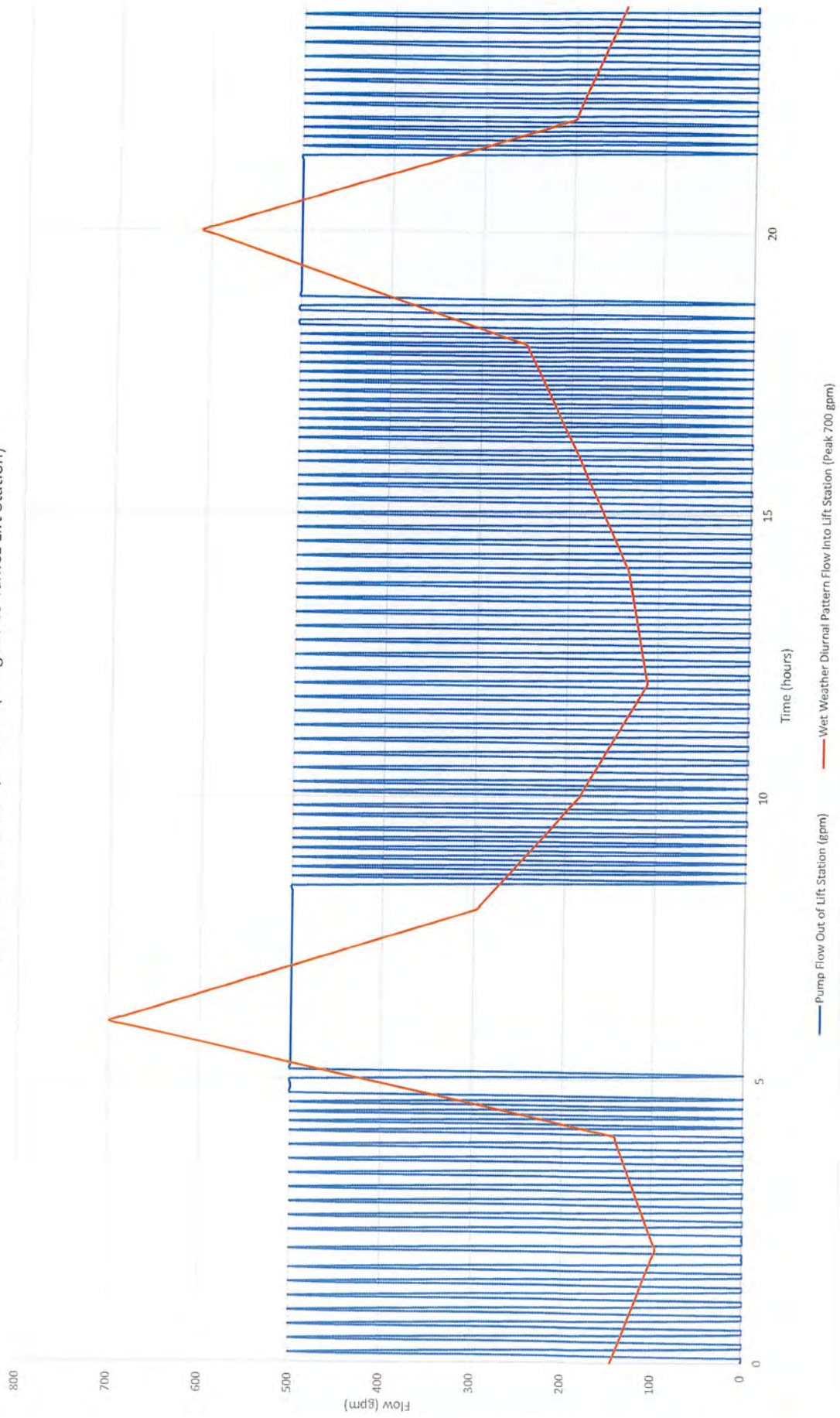
Residential Flow Pattern (Assigned to Tamez Development)

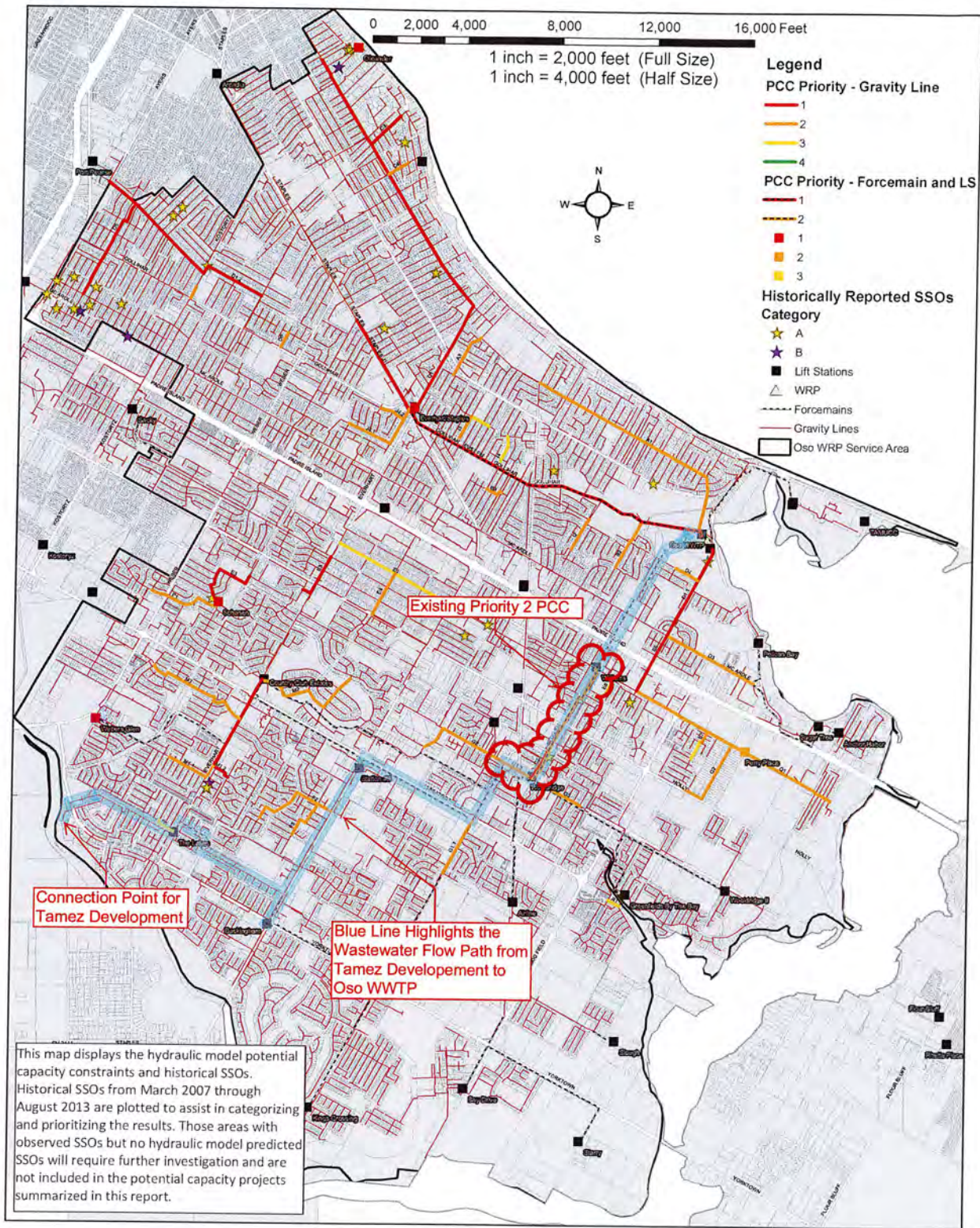


Model 700 GPM Pump Pattern (Assigned to Tamez Lift Station)



Model 500 GPM Pump Pattern (Assigned to Tamez Lift Station)





Notes:

1. This exhibit illustrates the locations of known sanitary sewer overflows (SSO's) recorded by the City. The data correlates to the customer's address rather than to a specific wastewater asset. It is important to note that SSO's during a significant rain event are often times less obvious than during dry weather.
2. This exhibit also illustrates the proposed 2020 Potential Capacity Constraints (PCC) determined by the wastewater system hydraulic modeling during a 5yr-24hr design storm.
3. The Potential Capacity Constraints (PCC) were placed into 4 priorities based on: Priority 1: Observed SSO matched model predicted SSO, Priority 2: Model predicts SSO, but no observed SSO, Priority 3: Model predicts HGL near ground surface, and Priority 4: Most likely a maintenance related SSO. Predicted SSO's will typically occur at the manhole with the lowest rim elevation which will result in less overflows upstream. The model, however does not take this into account.
4. SSO Category Descriptions: A - most likely a capacity-related SSO; B - most likely a maintenance-related SSO.

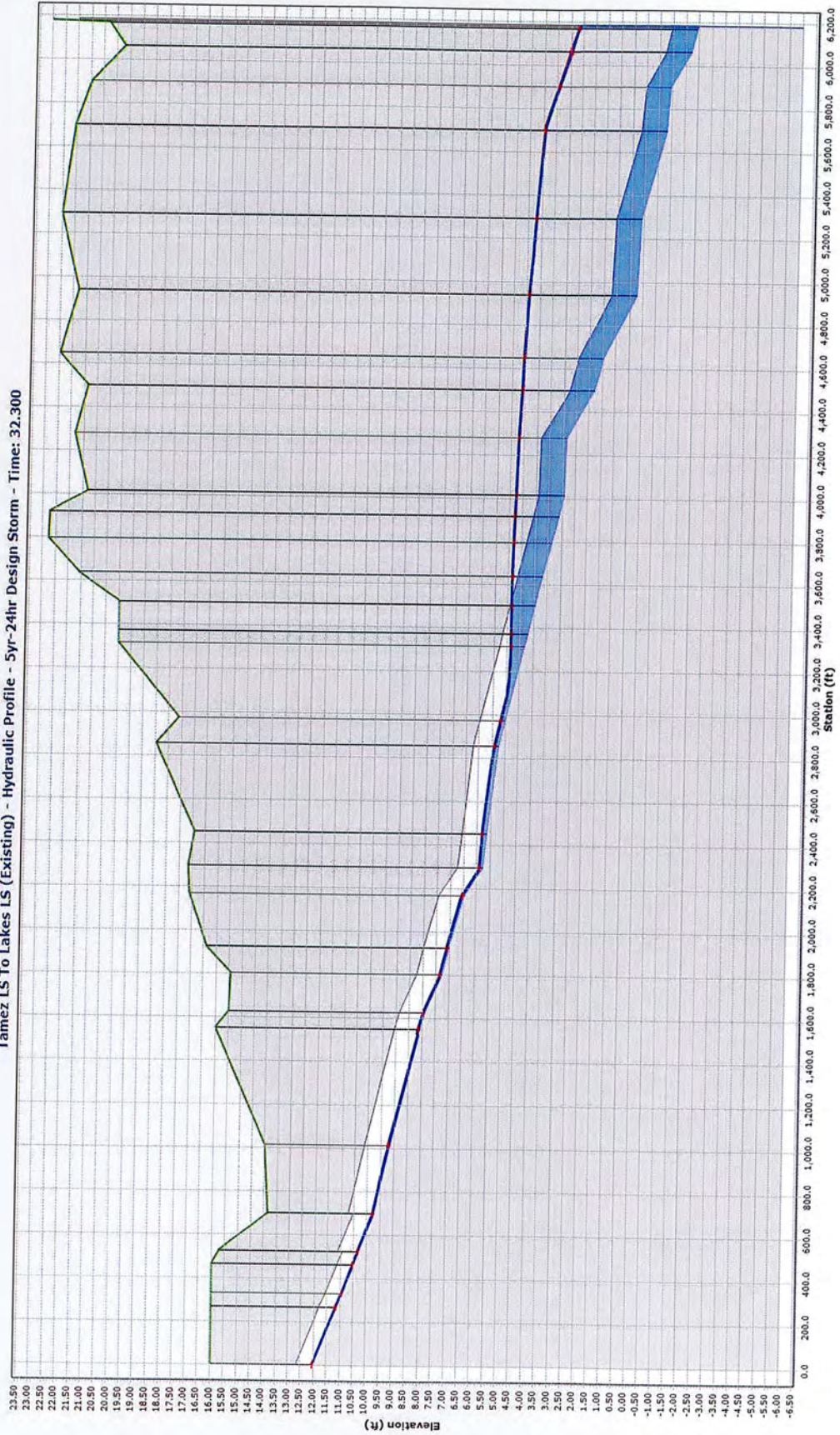


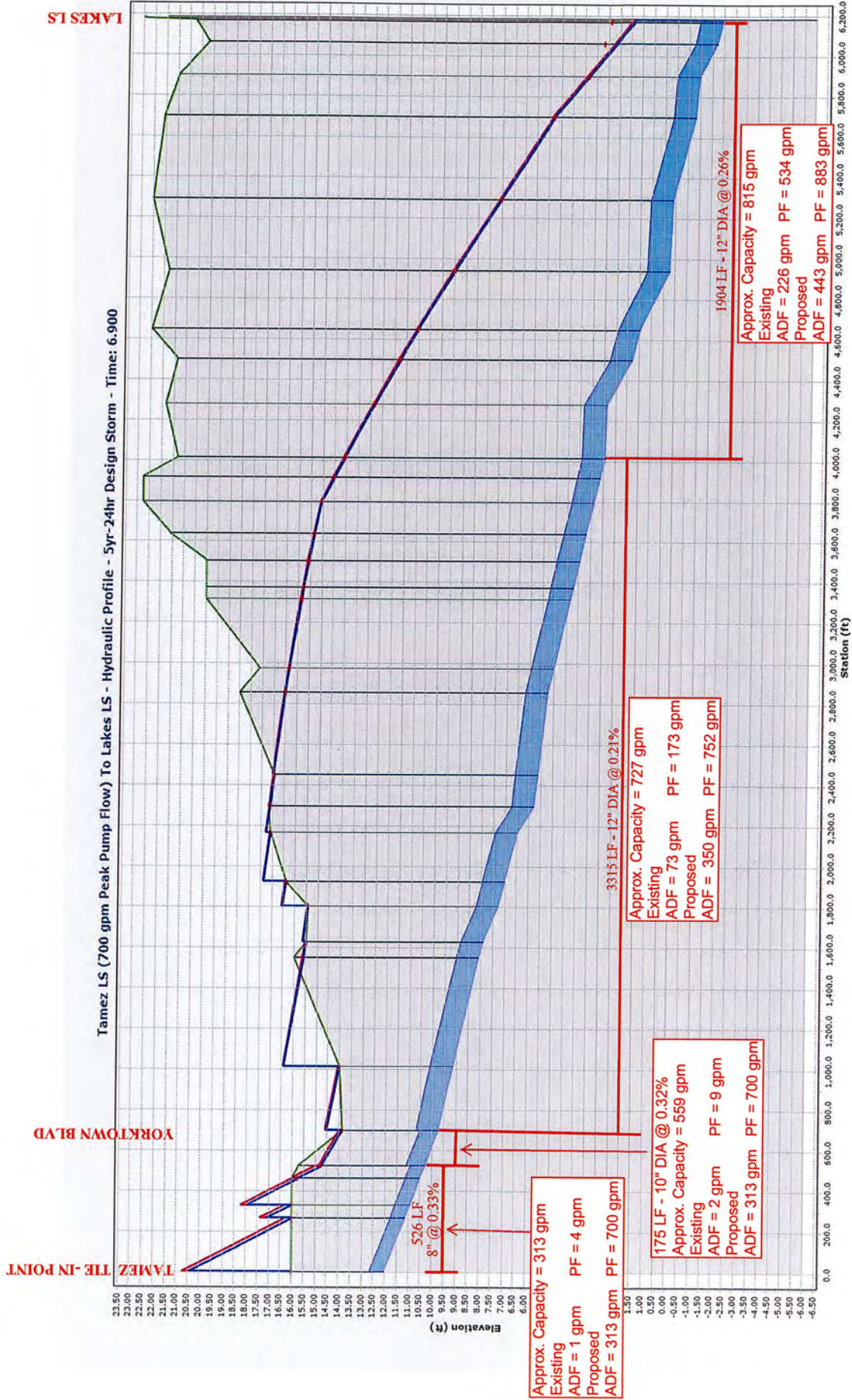
Exhibit 5
Oso WRP
Proposed 2020 System

Potential Capacity Constraints By Priority

Exhibit 4

Tamez LS To Lakes LS (Existing) - Hydraulic Profile - 5yr-24hr Design Storm - Time: 32.300





Tamez LS (500 gpm Peak Pump Flow) To Lakes LS - Hydraulic Profile - 5yr-24hr Design Storm - Time: 8.300

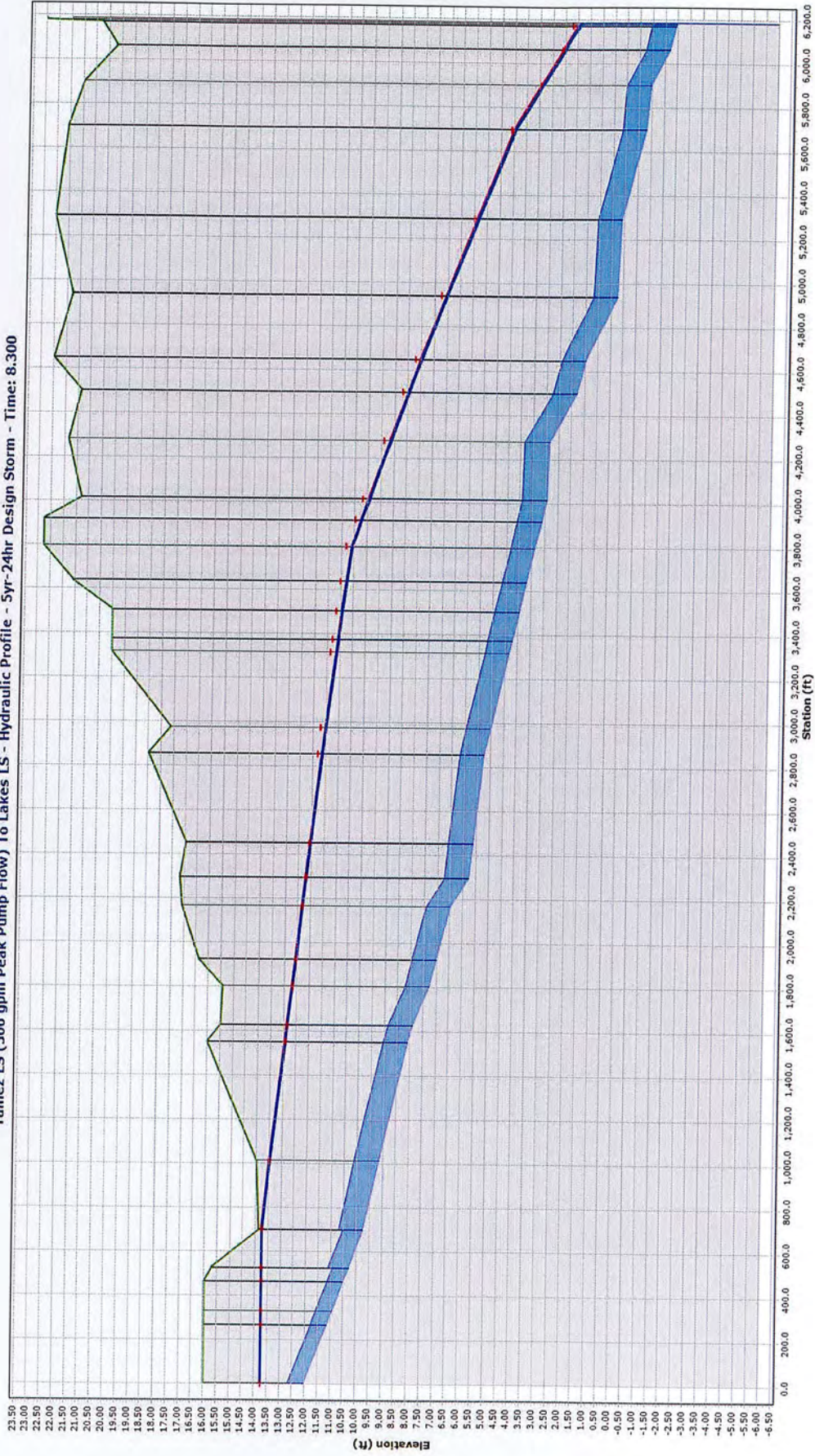


EXHIBIT 9

CONCEPTUAL OPINION OF
PROBABLE CONSTRUCTION COST –
PHASE 1



LJA ENGINEERING

5350 South Staples Street, Suite 425, Corpus Christi, Texas 78411
 t 361.991.8550 LJA.com TBPE F-1386 TBPLS 10016600

**CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST
 KING'S LAKE PHASE 2: JOHN TAMEZ 281 ACRE TRACT: LJA PROJECT NO. C978-21125**

PHASE 1 - EAST LONDON LIFT STATION & 6" FORCE MAIN TO KING'S LAKE DRIVE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
PART 1A - GENERAL					
1A1	Mobilization (Max. 5% of Project Total)	LS	1	\$ 44,700.00	\$ 44,700.00
1A2	Bonds & Insurance	LS	1	\$ 29,800.00	\$ 29,800.00
1A3	Storm Water Pollution Prevention Plan	LS	1	\$ 7,500.00	\$ 7,500.00
1A4	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
1A5	Ozone Action Day	DAYS	1	\$ 1,750.00	\$ 1,750.00
1A6	Inlet Protection	EA	2	\$ 400.00	\$ 800.00
1A7	Silt Fence	LF	2,500	\$ 5.00	\$ 12,500.00
1A8	Contingency Allowance for Unanticipated Adjustments/Improvements	LS	1	\$ 20,000.00	\$ 20,000.00
TOTAL PART 1A - GENERAL (Items 1A1 thru 1A8)					\$ 122,050.00

PART 1B - WASTEWATER IMPROVEMENTS					
1B1	East London Lift Station (Includes Lift Station with Wetwell & Pumps Sized for Approx.0.45 MGD, Access Road Paving, Overhead Power, Emergency Generator w/ Foundation)	LS	1	\$ 850,000.00	\$ 850,000.00
1B2	Directionally Drilled 6" (DR-18) FPVC Force Main	LF	1,700	\$ 250.00	\$ 425,000.00
1B3	Bore Pit Trench Safety	EA	2	\$ 6,000.00	\$ 12,000.00
1B4	6" C900 (DR-18) PVC Force Main (0'-6")	LF	600	\$ 75.00	\$ 45,000.00
1B5	Trench Safety for Open Cut Pipe Installation	LF	600	\$ 6.00	\$ 3,600.00
1B6	Well Pointing	LF	600	\$ 30.00	\$ 18,000.00
1B7	6" Plug Valve & Box	EA	2	\$ 2,500.00	\$ 5,000.00
1B8	6" 11.25° Bend	EA	2	\$ 1,200.00	\$ 2,400.00
1B9	2" Air/Vacuum Release Valve in 5' Diameter F/G Manhole	EA	2	\$ 12,500.00	\$ 25,000.00
1B10	6' Diameter F/G Manhole	EA	1	\$ 15,000.00	\$ 15,000.00
1B11	Manhole Trench Safety	EA	3	\$ 1,000.00	\$ 3,000.00
1B12	Connect to Existing Manhole	EA	1	\$ 3,000.00	\$ 3,000.00
1B13	Full Depth Pavement Repair	SY	430	\$ 75.00	\$ 32,250.00
1B14	Remove and Replace Curb and Gutter	LF	30	\$ 30.00	\$ 900.00
TOTAL PART 1B - WASTEWATER IMPROVEMENTS (Items 1B1 thru 1B14)					\$ 1,440,150.00

SUBTOTAL PHASE 1 (PARTS 1A THRU 1B)					\$ 1,562,200.00
10% CONTINGENCY					\$ 156,220.00
TOTAL PHASE 1 (PARTS 1A THRU 1B)					\$ 1,718,420.00

PART 1C - PROFESSIONAL SERVICES					
1C1	Engineering Basic Services	LS	1	\$ 155,000.00	\$ 155,000.00
1C2	Engineering Additional Services	LS	1	\$ 20,000.00	\$ 20,000.00
1C3	Topographic Survey, Easement Survey, and Mapping	LS	1	\$ 55,000.00	\$ 55,000.00

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1C4	Geotechnical Recommendations	LS	1	\$ 8,600.00	\$ 8,600.00
1C5	Geotechnical Testing	LS	1	\$ 8,600.00	\$ 8,600.00
TOTAL PART 1C - PROFESSIONAL SERVICES (Items 1C1 thru 1C5)					\$ 247,200.00
TOTAL PHASE 1 PROJECT COST (PARTS 1A THRU 1C)					\$ 1,965,620.00

This document is released temporarily for interim review purposes only by Jeffrey C. Coym, P.E. 101983 on 01/17/2020, and shall not be used for construction, bidding, or permit purposes.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Effective Date: May 1st, 2002

Grantor: BENJAMIN C. TISDALE, III and wife, VERONICA DAWN TISDALE

Grantor's Mailing Address
(Including County): 510 L Street #1005
Anchorage, Third Judicial District, Alaska 99501

Grantee: JOHN C. TAMEZ

Grantee's Mailing Address
(Including County): 823 Kinney Avenue
Corpus Christi, Nueces County, Texas 78401

Consideration: Ten and No/100 Dollars and a note of even date that is in the principal amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Bradley A. Smith, Trustee.

Property (Including Any Improvements):

That certain 281.0337 acre, more or less, tract of land in Nueces County, Texas, described on Exhibit "A" attached hereto and by this specific reference incorporated herein.

Reservation from and Exceptions to Conveyance and Warranty:

- 1) Any and all restrictions, covenants, conditions, easements, rights-of-way, mineral reservations or conveyances (and the rights of mineral owners), and mineral leases, if any, relating to the Property, but only to the extent they are still in effect and shown of record;
- 2) All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they relate to the Property and are still in effect;
- 3) Standby fees, taxes and assessments by any taxing authority for the year 2002 and all subsequent years; and all taxes and assessments ("rollback taxes") for 2002 and all prior years arising out of this conveyance, or any change in use of the Property, or the denial of any special use exemption, all of which shall be the responsibility of Grantee.
- 4) For Grantor and Grantor's successors, a reservation of all of Grantor's interest (whether present or reversionary) in all of the oil, gas, and other minerals that are in and under the Property and that may be produced from it; and
- 5) Current (2002 crop year) farm lease. No alterations or improvements shall be made to the Property before the 2002 crops are harvested, without the prior written consent of the farmer tenant. All farm rentals, government

program payments, insurance proceeds, and other agriculture-related income of any kind whatsoever that may accrue or be payable to the owner of the Property for crop year 2002 shall be payable to Buyer, who shall also bear the owner's share of all agriculture-related expenses.

GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALE OF THE PROPERTY IS MADE ON AN "AS-IS, WHERE IS, WITH ALL FAULTS" BASIS AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY

GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR AND ANY PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM, ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEYS' FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, ANY CONTAMINATION OF THE PROPERTY BY HAZARDOUS SUBSTANCES, OR THE VIOLATION OF ANY LAW, RULE, ORDER, STATUTE, CODE, ORDINANCE, OR REGULATION, ENVIRONMENTAL OR OTHERWISE, APPLICABLE TO THE PROPERTY.

GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE FOLLOWING MATTERS AND GRANTEE RELEASES ANY CLAIMS AGAINST GRANTOR AS TO THESE MATTERS (GRANTEE SHALL RELY ON GRANTEE'S INSPECTION AND INVESTIGATION OF THE PROPERTY AND NOT ON GRANTOR AS TO ANY OF THE FOLLOWING MATTERS):

- 1) THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER QUALITY, SOIL COMPACTION, SUBSURFACE CONDITIONS, AND GEOLOGY;
- 2) THE SUITABILITY OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON;
- 3) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON;
- 4) THE NATURE AND EXTENT OF ANY EASEMENT, RIGHT-OF-WAY, EXCEPTION, RESERVATION OR CONDITION THAT MAY AFFECT THE PROPERTY; OR
- 5) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY (INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAWS AND REGULATIONS).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds

Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

[Handwritten signature]

BENJAMIN C. TISDALE, III

[Handwritten signature]
VERONICA DAWN TISDALE

AGREED TO AND ACCEPTED BY:

[Handwritten signature]
JOHN C. TAMEZ

THE STATE OF TEXAS §
COUNTY OF Alameda §

This instrument was acknowledged before me on this 6th day of May, 2002, by JOHN C. TAMEZ.



[Handwritten signature]
Notary Public, State of Texas

THE STATE OF ALASKA §
COUNTY OF Exchange
Borough

This instrument was acknowledged before me on this 7 day of May, 2002, by BENJAMIN C. TISDALE, III and wife, VERONICA DAWN TISDALE.

[Handwritten signature]
Notary Public, State of Alaska



AFTER RECORDING RETURN TO:

SAN JACINTO TITLE SERVICES
OF CORPUS CHRISTI, TEXAS
4250 Five Points Road
Corpus Christi, Texas 78410
GF#029702196

PREPARED IN THE LAW OFFICE OF

Bradley A. Smith
NICOLAS, MORRIS, GILBREATH
& SMITH, L.L.P.
5926 S. Staples, Suite A-2
Corpus Christi, Texas 78413

LEGAL DESCRIPTION

THE SURFACE ESTATE ONLY IN AND TO a tract of land described as the South One-Half of Section (6), Laureles Farm Tracts, as shown on the Map thereof recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, and being out of the "El Rincon De Corpus Christi" Ramon De Ynojosa Survey Abstract No. 411, Nueces County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Section 6, for the POINT OF BEGINNING and the southwest corner of this tract, said point being at the intersection of the centerline of two 40-foot wide dedicated roadways, one along the west boundary of Section 6 and the other along the south boundary of Section 6;

THENCE East along the south boundary of Section 6 and the centerline of said dedicated roadway a distance of 5167.81 feet to a point on the bank of the west margin of Oso Creek, for the southeast corner of this tract;

THENCE with the meanders of the bank of the west margin of Oso Creek as follows;

N 44 deg. 58' 22" W. 314.03 feet,

N 49 deg. 25' 53" W. 112.29 feet,

N 64 deg. 47' 50" W. 189.44 feet,

N 43 deg. 33' 05" W. 139.01 feet,

N 15 deg. 12' 46" W. 253.85 feet,

N 01 deg. 42' 21" W. 484.42 feet,

N 20 deg. 37' 25" E. 382.79 feet,

N 20 deg. 21' 36" E. 391.13 feet,

N 01 deg, 04' 51" W. 709.41 feet, to a point for the northeast corner of this tract;

THENCE West, at 4749.87 feet past the east right-of-way line of a 40 foot wide dedicated roadway, and in all a distance of 4769.87 feet to a point on the centerline of said roadway and the west boundary of section 6 for the northwest corner of this tract;

THENCE South along the west boundary of Section 6 and the centerline of said roadway a distance of 2640.00 feet to the POINT OF BEGINNING forming a tract of land embracing 284.6048 acres, 3.5711 acres of which lie within the right-of-way of dedicated roadways, leaving a net area of 281.0337 acres.





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

DISCLOSURE OF INTERESTS

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

NAME: John C. Tamez / Tamez Development, Corporation
 STREET: 823 Kinney St. CITY: Corpus Christi ZIP: 78401
 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>NA</u>	<u>NA</u>
_____	_____
_____	_____

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

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

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

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

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

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

CERTIFICATE

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

Certifying Person: John C. Tamez Title: self / president
 (Print)

Signature of Certifying Person: [Signature] Date: 8/29/19

K:\DEVELOPMENT\SVC\SHARED\LAND DEVELOPMENT\ORDINANCE ADMINISTRATION\APPLICATION FORMS\FORMS AS PER LEGAL\2012\DISCLOSURE OF INTERESTS STATEMENT1.27.12.DOC