

## PARTICIPATION AGREEMENT

STATE OF TEXAS       §

COUNTY OF NUECES   §

This PARTICIPATION AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting by and through its City Manager, or his designee, and VOJO Ventures , LLC ("Owner"), a Texas Limited Liability Company.

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 28.41 acres of land out of the North ½ of Section 32, Laureles Farm Tracts, (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as The Coves at Lago Vista Unit 3B ("Plat");

**WHEREAS**, as a condition of the Plat, the Owner is required to extend and construct South Oso Parkway from its existing terminus, approximately one hundred sixty (160) feet north of King Estates Ditch, south to Oso Creek and including bridge improvements as depicted on and in accordance with the improvement requirements set forth on **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

**WHEREAS**, it is in the best interests of the City to have the public street infrastructure installed by the Owner in conjunction with the Owner's final Plat;

**WHEREAS**, Chapter 212 of the Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

**WHEREAS**, this Agreement is made pursuant to the Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi.

**NOW, THEREFORE**, in order to provide a coordinated public street construction and improvement project, the City and the Owner agree as follows:

- A. The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.
- B. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Owner will construct the Roadway Extension for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties acknowledge and confirm the total cost estimate for construction of the Roadway Extension, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Owner shall pay a portion of the costs of construction of the Roadway Extension. Further, subject to the limitations set

forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable by the City on the Cost Estimate.

C. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension shall not exceed **\$171,451.95**.

D. The City shall reimburse the Owner a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Owner's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Owner at the address shown in section N of this Agreement.

E. In accordance with the Texas Local Government Code, the Owner shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code.

F. The Owner shall submit all required performance bonds and proof of required insurance coverage in accordance with applicable State and local laws.

G. Owner shall submit standard construction contract documents to the City's Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension.

H. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Owner of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

I. The Owner shall fully warranty the workmanship and construction of the Roadway Extension for a period of one year from and after the date of acceptance of the improvements by the City's Executive Director of Public Works.

**J. OWNER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM INDEMNITEES ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE**

**CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF THE COVES AT LAGO VISTA UNIT 3B DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.**

**K. DEFAULT.** The following events shall constitute default:

1. Owner fails to submit plans and specifications for the Roadway Extension to the City's Executive Director of Public Works in advance of construction.
2. Owner does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.
3. Owner fails to complete construction of the Roadway Extension, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.
4. Either the City or the Owner otherwise fails to comply with its duties or obligations under this Agreement.

**L. NOTICE AND CURE.**

1. 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.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.

3. 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.

4. Should the Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Owner, at the address stated in section N, of the need to perform the obligation or duty and, should the 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 Owner.

5. In the event of an uncured default by the Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

a. Terminate this Agreement after the required notice and opportunity to cure the default;

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

c. Perform any obligation or duty of the Owner under this Agreement and charge the cost of such performance to the Owner. The Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Owner receives notice of the cost of performance. In the event the 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.

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

#### M. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; 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.

2. 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 10 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.

N. NOTICES.

1. 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:

If to the City:

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

If to the Owner:

VOJO Ventures, LLC  
6838 Greenwood Drive  
Corpus Christi, Texas 78415

with a copy to:

City of Corpus Christi  
Attn: Asst. City Manager, Business Support Services  
1201 Leopard Street / 78401  
P. O. Box 9277 / 78469-9277  
Corpus Christi, Texas

2. 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.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

O. Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

P. In compliance with City of Corpus Christi Ordinance No. 17112, the Owner agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 4**.

Q. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be March 18, 2016.

(EXECUTION PAGE FOLLOWS)

EXECUTED in one original this 27<sup>th</sup> day of April, 2014.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta  
Rebecca Huerta  
City Secretary

[Signature]  
Ronald L. Olson  
City Manager

Approved as to legal form: 2/11/14

Julian Grant  
Julian Grant  
Senior Assistant City Attorney

Ord. 030152  
AUTHORIAL  
BY COUNCIL 4/15/14  
SECRETARY [Signature]

OWNER: VOJO Ventures, LLC

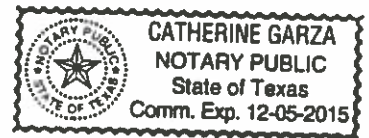
[Signature]  
Richard A. Voss  
Member

2/12/14  
Date

STATE OF TEXAS     §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on Feb. 12<sup>th</sup>, 2014, by Richard A. Voss, Member of VOJO Ventures, LLC, a Limited Liability Company, on behalf of said company.

[Signature]  
Notary Public's Signature



Michael E. Johnson

MJP Island, LLC  
By, Michael Johnson  
Member

FEB. 12<sup>th</sup>, 2014

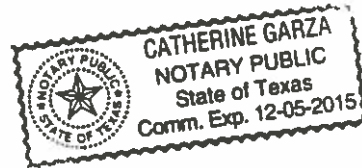
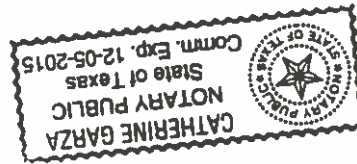
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on Feb. 12<sup>th</sup>, 2014, by Michael Johnson, President of MJP Island, LLC, a Limited Liability Company, on behalf of said company.

Catherine Garza

Notary Public's Signature





Plat of

The Coves at Lago Vista  
Unit 3B

28.41 acres of land out of the North 1/2 of Section 12,  
Lawless Farm Tracts, a map of which is recorded in Volume 1  
Page 13, Map Records of Nueces County, Texas.

State of Texas  
County of Nueces  
FIRST VICTORIA NATIONAL BANK, hereby certifies that it holds a lien on the property owned  
by THE LAKES AT KING ESTATES, INC. aka THE COVES AT LAGO VISTA, as shown on the  
foregoing map and it approves of the subdivision and dedication for the purposes and  
considerations therein expressed.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: FIRST VICTORIA NATIONAL BANK

By: RICK H. BENAVIDES, Senior Vice-President

State of Texas  
County of Nueces  
This instrument was acknowledged before me by RICK H. BENAVIDES as Senior  
Vice-President of FIRST VICTORIA NATIONAL BANK.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

THE LAKES AT KING ESTATES, INC. aka THE COVES AT LAGO VISTA, hereby certifies that it  
is the owner of the above described property and that it has surveyed and subdivided the  
land shown on the foregoing map and it dedicates the same to the public use for the  
purpose of operation and use of public utilities; and that this map was made for the  
purpose of description and dedication.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: THE LAKES AT KING ESTATES, INC. aka THE COVES AT LAGO VISTA

By: RICHARD VOSS, President

State of Texas  
County of Nueces

This instrument was acknowledged before me by RICHARD VOSS, as President of THE LAKES  
AT KING ESTATES, INC. aka THE COVES AT LAGO VISTA, on behalf of said partnership.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

This final plat approved by the Corpus Christi Nueces  
County Health Unit, any private water supply and/or  
sewerage system shall be approved by the Corpus  
Christi-Nueces County Health Department prior to  
installation.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



LOCATION MAP N.T.S.

State of Texas  
County of Nueces

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

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: Renee T. Cochara, P.E.  
Development Services Engineer

State of Texas  
County of Nueces

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

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: Mark Van Vleet, P.E.  
Secretary

By: Gerald Nagel, P.E., C.E., Chairman

State of Texas  
County of Nueces

I, Diana T. Borrero, Clerk of the County Court in and for said County, do hereby certify that the  
foregoing instrument dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ with its certificate of  
authentication was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at \_\_\_\_\_ M.  
in said County in Volume \_\_\_\_\_ Page \_\_\_\_\_ Map Record \_\_\_\_\_.

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

No. \_\_\_\_\_  
Filed for Record \_\_\_\_\_ O'clock \_\_\_\_\_ M.  
at \_\_\_\_\_ 20\_\_\_\_\_

By: Diana T. Borrero, County Clerk  
Nueces County, Texas  
Deputy

State of Texas  
County of Nueces

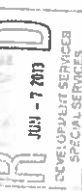
I, Keith W. Woody, a Registered Professional Land Surveyor for Urban Engineering, have prepared the  
foregoing map from a survey made on the ground under my direction and in true and correct  
faith of my knowledge, information and belief. I have been engaged under contract to set all Lot and  
Block corners as shown herein and to complete such operations with all reasonable diligence  
consistent with sound professional practice.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: Keith W. Woody, R.P.L.S.  
Texas License No. 3463



DATE: April 28, 2013  
SCALE: 1"=100'  
JOB NO.: 30035-02.00  
SHEET: 1 of 2  
DRAWN BY: JC





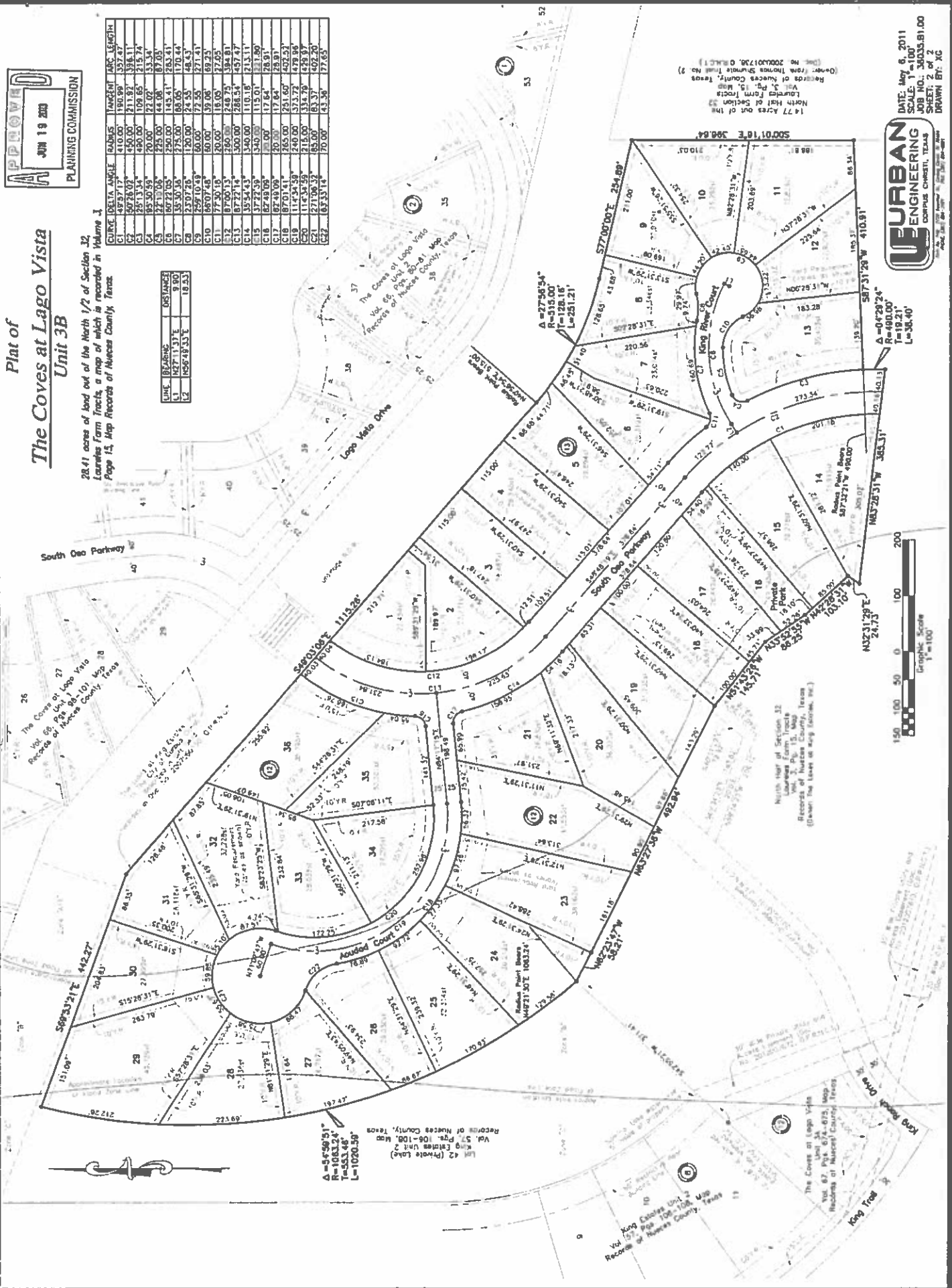
Plat of  
The Coves at Lago Vista  
Unit 3B

28.41 acres of land out of the North 1/2 of Section 32,  
Laurie Farm Tracts, a map of which is recorded in Volume 1,  
Page 13, Map Records of Nueces County, Texas.



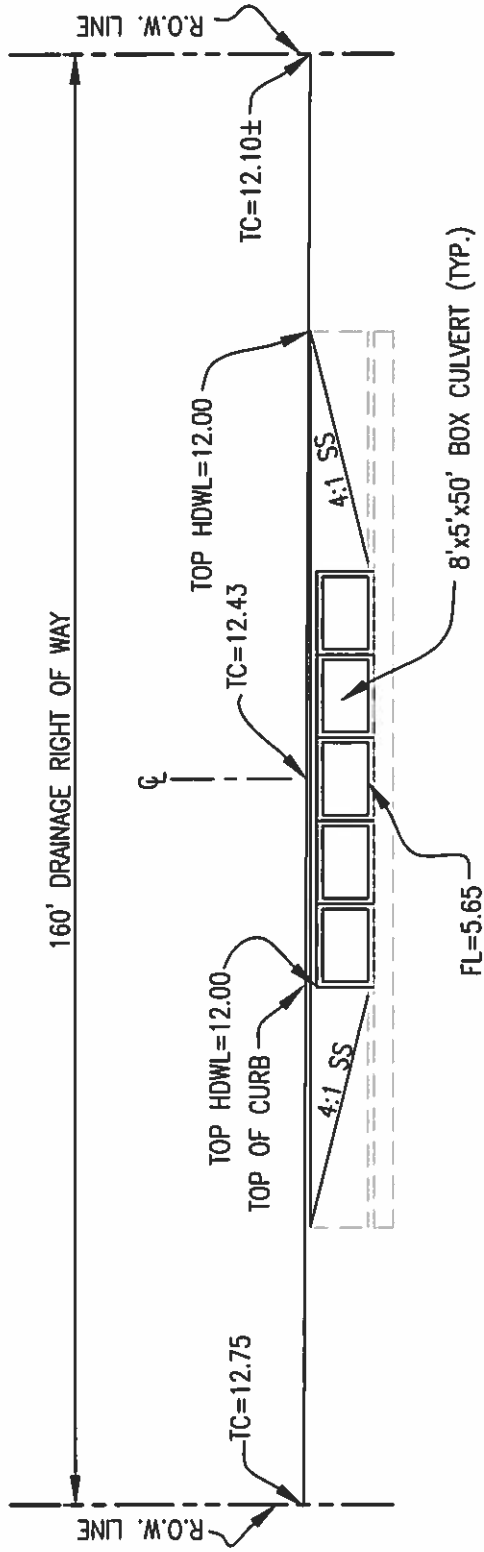
CURVE DATA	ANGLE	ARC LENGTH
C1	48°57'17"	180.99
C2	50°28'03"	211.97
C3	28°13'34"	490.00
C4	95°50'55"	70.00
C5	27°17'05"	275.00
C6	107°27'05"	250.00
C7	35°50'35"	275.00
C8	23°17'25"	280.00
C9	46°07'48"	80.00
C10	37°50'15"	30.00
C11	87°00'15"	260.00
C12	87°22'14"	340.00
C13	35°54'43"	340.00
C14	37°22'59"	340.00
C15	87°48'09"	20.00
C16	87°48'09"	20.00
C17	87°48'09"	20.00
C18	87°48'09"	20.00
C19	87°48'09"	20.00
C20	87°48'09"	20.00
C21	27°10'32"	65.00
C22	87°33'14"	70.00

CURVE DATA	ANGLE	ARC LENGTH
C1	127°11'31"E	18.90
C2	185°10'33"E	18.53



DATE: May 6, 2011  
SCALE: 1"=100'  
JOB NO.: 34033.81.00  
SHEET 2 of 2  
DRAWN BY: JC





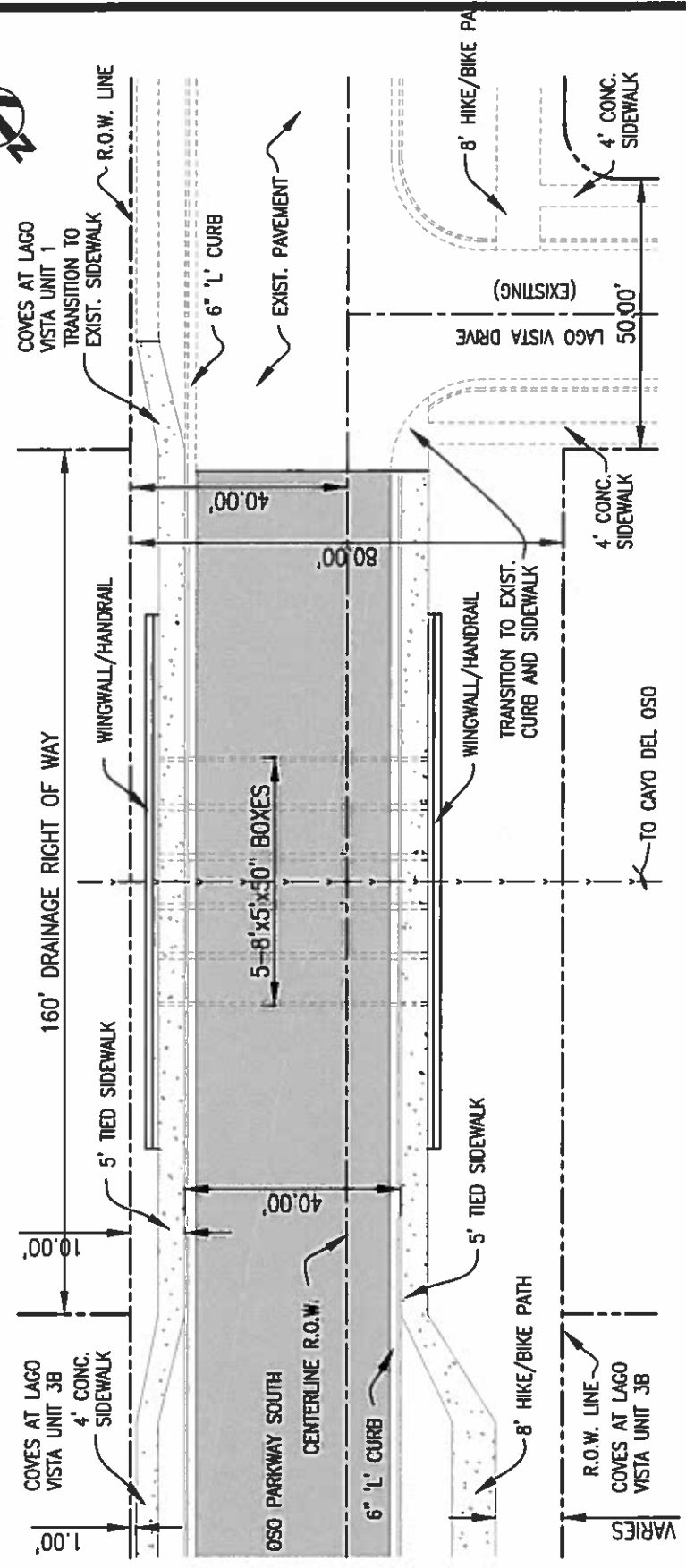
## 5~8'x5'x50' BOX CULVERT & HEADWALL PROFILE

SCALE: 1"=30'

EXHIBIT 2A



1000 N. 15th Street, Suite 200, Corpus Christi, TX 78401  
 PHONE: (361) 834-3101 FAX: (361) 834-4001  
 JOB NO. 38035.B2.00  
 8-9-13 CU/crr



# 5-8'x5'x50' BOX CULVERT & HEADWALL PLAN VIEW

SCALE: 1"=30'

EXHIBIT 2B



JOB NO. 38035.B2.00  
8-9-13 CU/crr

Engineer: Chuck Urban, P.E.  
 Client: VOJO VENTURES, LLC  
 By: CRR

Cost Estimate  
 for  
**THE COVES AT LAGO VISTA**  
**UNIT 3B**

11-8-13  
 Job No. 38035.B2.00

ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL COST
<b>A. STREET AND SURFACE IMPROVEMENTS:</b>					
1	Clear and Grub	29.84	AC	\$350.00	\$10,444.00
2	Excavation-No Import	24,141	CY	\$5.00	\$120,705.00
3	2" HMAc Including Prime Coat	5,888	SY	\$16.50	\$97,152.00
4	1 1/2" HMAc Including Prime Coat	5,287	SY	\$14.00	\$74,018.00
5	6" Crushed Limestone Base	5,287	SY	\$12.50	\$66,087.50
6	8" Crushed Limestone Base	5,888	SY	\$14.00	\$82,432.00
7	3" Crushed Limestone Under Curb	863	SY	\$5.50	\$4,746.50
8	Alternate - Geo-Grid Fabric in lieu of LS Subgrade	12,834	SY	\$5.25	\$67,378.50
9	6" 'L' Curb	5,279	LF	\$13.30	\$70,210.70
10	8' Concrete Sidewalk	11,545	SF	\$4.80	\$55,416.00
11	4' Concrete Sidewalk	8,108	SF	\$4.50	\$36,486.00
12	5' Concrete Valley Gutter	394	SF	\$7.00	\$2,758.00
13	Street Sign	2	EA	\$500.00	\$1,000.00
14	Street Barricade	1	EA	\$1,325.00	\$1,325.00
15	3' Valley Gutter between lots 18-19	851	SF	\$7.00	\$5,957.00
<b>PAVING SUB-TOTAL:</b>					<b>\$696,116.20</b>
<b>B. STORM SEWER IMPROVEMENTS:</b>					
1	48" RCP	771	LF	\$117.00	\$90,207.00
2	36" RCP	349	LF	\$85.00	\$29,665.00
3	30" RCP	292	LF	\$60.00	\$17,520.00
4	24" RCP	310	LF	\$46.20	\$14,322.00
5	18" RCP	174	LF	\$39.00	\$6,786.00
6	OSHA Trench Protection	1,895	LF	\$1.50	\$2,842.50
7	5' Diameter Manhole	1	EA	\$4,350.00	\$4,350.00
8	5' Slot Inlet	7	EA	\$3,000.00	\$21,000.00
9	Type 'B' Manhole	2	EA	\$3,325.00	\$6,650.00
10	30" Plug	1	EA	\$450.00	\$450.00
11	Outfall Structure with velocity inhibitors	2	EA	\$6,415.00	\$12,830.00
12	Intake Structure	1	EA	\$5,985.00	\$5,985.00
13	Temporary Drainage Swale Excavation w/ Stabilization	1,470	CY	\$10.00	\$14,700.00
14	Fill In Existing Swale and Compact in 6" Lifts	4,515	CY	\$6.70	\$30,250.50
15	Lake Excavation	42,000	CY	\$4.90	\$205,800.00
<b>STORM SEWER SUB-TOTAL:</b>					<b>\$463,358.00</b>
<b>C. WATER IMPROVEMENTS:</b>					
1	8" PVC C-900	1,431	LF	\$24.00	\$34,344.00
2	6" PVC C-900	995	LF	\$21.00	\$20,895.00
3	2" SDR 9 HDPE Pipe	471	LF	\$14.00	\$6,594.00
4	8" Gate Valve and Box	2	EA	\$1,235.00	\$2,470.00
5	6" Gate Valve and Box	2	EA	\$950.00	\$1,900.00
6	2" Valve	4	EA	\$600.00	\$2,400.00
7	6" Cap with 2" Tap Tee	2	EA	\$425.00	\$850.00
8	8"x8"x6" Ductile Iron Tee	2	EA	\$475.00	\$950.00

Engineer: Chuck Urban, P.E.  
 Client: VOJO VENTURES, LLC  
 By: CRR

Cost Estimate  
 for  
**THE COVES AT LAGO VISTA  
 UNIT 3B**

11-8-13  
 Job No. 38035.B2.00

ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL COST
9	Fire Hydrant Assembly Complete In Place	3	EA	\$3,200.00	\$9,600.00
10	8" Cap with 2" Blowoff Valve and Riser	1	EA	\$500.00	\$500.00
11	8" Ductile Iron Ditch Crossing w/4 45 Degree Bends	1	LS	\$2,750.00	\$2,750.00
12	Tie to Existing Service	1	EA	\$750.00	\$750.00
13	Long Single Lot Service Connection	2	EA	\$685.00	\$1,370.00
14	Long Double Lot Service Connection	5	EA	\$825.00	\$4,125.00
15	Short Single Lot Service Connection	2	EA	\$675.00	\$1,350.00
16	Short Double Lot Service Connection	10	EA	\$735.00	\$7,350.00
				<b>WATER SUB-TOTAL:</b>	<b>\$98,198.00</b>
<b>D. SANITARY SEWER IMPROVEMENTS:</b>					
Sanitary Sewer Service will be by individual on-site treatment systems.					
<b>E. MISCELLANEOUS IMPROVEMENTS:</b>					
1	Bonds and Insurance	1	LS	\$3,425.00	\$3,425.00
3	CP&L Conduit - Street Lights	210	LF	\$13.00	\$2,730.00
4	Construction Entrance	1	EA	\$2,350.00	\$2,350.00
5	SWQMP3	1	LS	\$650.00	\$650.00
6	Silt Fence	1,575	LF	\$2.00	\$3,150.00
				<b>MISCELLANEOUS SUB-TOTAL:</b>	<b>\$12,305.00</b>
<b>TOTAL ESTIMATED IMPROVEMENTS COSTS:</b>					<b>\$1,269,977.20</b>
<b>BRIDGE IMPROVEMENTS:</b>					
1	2" HMAC Including Prime Coat	504	SY	\$18.00	\$9,072.00
2	8" Crushed Limestone Base	504	SY	\$17.50	\$8,820.00
3	GeoGrid Fabric in lieu of Lime Subgrade	693	SY	\$7.00	\$4,851.00
4	6" 'L' Curb	338	LF	\$14.00	\$4,732.00
5	5' Tied Sidewalk	1,764	SF	\$5.25	\$9,261.00
6	Handrail	252	LF	\$85.00	\$21,420.00
7	5 Each 8'x5'x40' Concrete Box Culvert	1	LS	\$95,000.00	\$95,000.00
8	Concrete Headwalls	2	EA	\$20,000.00	\$40,000.00
9	Compacted Backfill	1	LS	\$21,000.00	\$21,000.00
				<b>BRIDGE SUB-TOTAL:</b>	<b>\$214,156.00</b>
<b>ESTIMATED TOTAL COSTS:</b>					<b>\$1,484,133.20</b>

PARTICIPATION/REIMBURSEMENT ESTIMATE  
FOR  
**BRIDGE IMPROVEMENTS TO  
OSO PARKWAY SOUTH  
COVES AT LAGO VISTA UNIT 3B**

Aug. 9, 2013  
Job No. 38035.B2.00

ITEM	DESCRIPTION	QUAN.	QUAN. + 5%	UNIT	UNIT PRICE	TOTAL COST
<b>A. BRIDGE IMPROVMENTS:</b>						
1	2" HMAC Including Prime Coat	480	504	SY	\$18.00	\$9,072.00
2	8" Crushed Limestone Base	480	504	SY	\$17.50	\$8,820.00
3	8" Lime Stabilized Subgrade	660	693	SY	\$7.00	\$4,851.00
4	6" 'L' Curb	322	338	LF	\$14.00	\$4,732.00
5	5' Concrete Tied Sidewalk	1,680	1,764	SF	\$5.25	\$9,261.00
6	Handrail	240	252	LF	\$85.00	\$21,420.00
7	5 Each 8'x5'x50' Concrete Box Culvert	1	1	LS	\$95,000.00	\$95,000.00
8	Concrete Headwalls	2	2	EA	\$20,000.00	\$40,000.00
9	Compacted Backfill	1	1	LS	\$21,000.00	\$21,000.00
<b>ESTIMATED BRIDGE IMPROVEMENTS TOTAL:</b>						<b>\$214,156.00</b>
<b>ENGINEERING, STAKING AND TESTING (10%):</b>						<b>\$21,415.60</b>
<b>ESTIMATED TOTAL COSTS:</b>						<b>\$235,571.60</b>
<b>DEVELOPER SHARE UNIT 3B 7.5/50 x \$235,571.60:</b>						<b>\$35,335.74</b>
<b>PREVIOUS PARTICIPATION UNIT 1:</b>						<b>\$28,783.91</b>
<b>TOTAL ESTIMATED CITY PARTICIPATION/REIMBURSEMENT=</b>						<b>\$171,451.95</b>
<b>EXHIBIT 3</b>						

Urban Engineering Firm #145  
2725 Swantner  
Corpus Christi, TX 78404  
1-361-854-3101



City of  
Corpus  
Christi

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: Vojo Ventures, LLC

STREET: 6838 Greenwood CITY: Corpus Christi ZIP: 78415

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>	<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>	<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>	<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>	<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: Richard Voss Title: MBE  
(Print)

Signature of Certifying Person: [Signature] Date: 12/6/13

## 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.



Doc# 2014015178

4 Pages 18

04/25/2014 2:44PM

Official Records of

NUECES COUNTY

DIANA T. BARRERA

COUNTY CLERK

Fees \$83.00

Any provision herein which restricts the Sale,  
Rental or use of the described  
REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status, or  
National Origin is invalid and unenforceable  
under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED  
in file number sequence on the date and at the  
time stamped herein by me, and was duly RECORDED  
in the Official Public Records of  
Nueces County, Texas

Diana T. Barrera



*Diana T. Barrera*