

**SANITARY SEWER COLLECTION LINE EXTENSION CONSTRUCTION  
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This sanitary sewer collection line extension construction and reimbursement agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and 5961 HWY 44, LLC ("Developer/Owner"), a Texas limited liability company.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on April 10, 2013, to develop a tract of land, to wit: approximately 3.969 acres known as Lots 3 and 4, Block 13, Airport Industrial Subdivision, located on the south side of State Highway 44, southeast corner of Heinsohn Road, and west of North Padre Island Drive, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

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

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

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

**WHEREAS**, Section 8.5.2.E.2 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Sanitary Sewer Collection Line Trust Fund and are appropriated by the City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs from the Sanitary Sewer Collection Line Trust Fund for installing the Sanitary Sewer Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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

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

2. PLANS AND SPECIFICATIONS.

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

1. Install 500 linear feet of 8-inch PVC pipe;
2. Install one (1) 4-foot diameter manhole;
3. Install one (1) lump sum pavement patching;
4. Install 500 linear feet trench safety for excavations and;
5. Install one (1) lump sum traffic control during construction.

b. The Sanitary Sewer Extension must begin at the northeast corner of Lot 3, Block 13, Airport Industrial Subdivision and extend east along the south side of State Highway 44 approximately 500 feet to the existing sanitary sewer line at the northwest corner of Lot 2, Block 13, Airport Industrial Subdivision.

c. The plans and specifications must comply with the City's Sanitary Sewer Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS. Prior to the start of construction of the Sanitary Sewer Extension, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Sanitary Sewer Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

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

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Sanitary Sewer Extension, under the approved plans and specifications, by **July 9, 2014**.

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



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

8. DEFAULT. The following events shall constitute default:

a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.

c. Developer/Owner fails to award a contract for the construction of the Sanitary Sewer Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.

d. Developer/Owner's contractor does not reasonably pursue construction of the Sanitary Sewer Extension under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Sanitary Sewer Extension, under the approved plans and specifications, on or before July 9, 2014.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

9. NOTICE AND CURE.

a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.

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

c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the

Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.

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

1. Terminate this Agreement after the required notice and opportunity to cure the default;
2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

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

#### 10. FORCE MAJEURE.

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

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



11. NOTICES.

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

1. If to the Developer/Owner:

5961 HWY 44, LLC  
Attn: John Durham  
1514 Glenoak Drive  
Corpus Christi, Texas 78418

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 or addressee for notices by giving notice of the change under the provisions of this section.

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

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

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

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Sanitary Sewer Collection Line Trust Fund and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Sanitary Sewer Extension up to an amount not to exceed **\$18,710.61** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

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

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

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

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



17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 3.969 acres known as Lots 3 and 4, Block 13, Airport Industrial Subdivision, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

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

19. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**, the contents of which, as a completed form, are incorporated into this Agreement by reference as if fully set out in this Agreement.

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

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

**EXECUTED IN TRIPLICATE** originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTEST:**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Armando Chapa  
City Secretary

\_\_\_\_\_  
Wes Pierson  
Assistant City Manager, designee  
of the City Manager

**APPROVED AS TO FORM:** \_\_\_\_\_, 2013

\_\_\_\_\_  
Elizabeth Hundley  
Assistant City Attorney  
for the City Attorney

5961 HWY 44, LLC

*John Durham*  
John Durham  
President

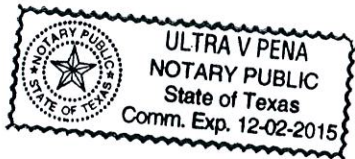
STATE OF TEXAS

COUNTY OF *Nueces*

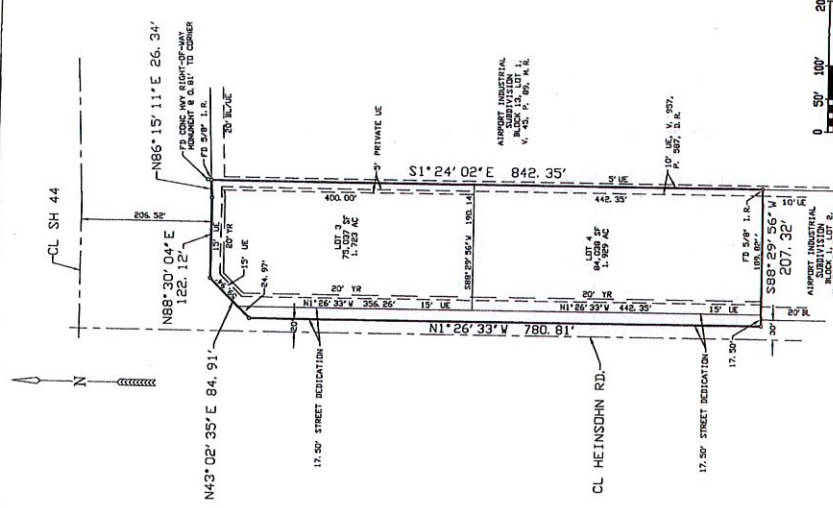
§  
§  
§

This instrument was acknowledged before me on *June 18*,  
2013, by John Durham, President, 5961 HWY 44, LLC, a Texas limited liability  
company, on behalf of said company.

*Robert V. Pena*  
Notary Public's Signature







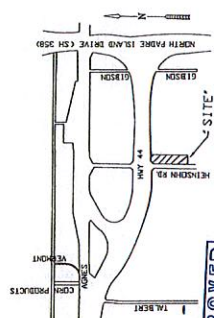
0 50' 100' 200'  
SCALE: 1" = 100'

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
WE, 5951 HWY 44, LLC HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LEASE IN FAVOR OF AIRPORT INDUSTRIAL SUBDIVISION, BLOCK 13, LOTS 3 & 4, AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND RECORDATION, AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND RECORDATION, AND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
STATE OF TEXAS §  
COUNTY OF NUÉCES §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME),  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

NOTES:  
1. THE SUBJECT SITE IS IN ZONE \_\_\_\_\_, AND IS BEING FLOODED, ACCORDING TO FEMA MAPS, COMMUNITY PANEL, AREA 1705 C, BECAUSE OF \_\_\_\_\_.  
2. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE \_\_\_\_\_, BUT IT IS RECOGNIZED AS AGRICULTURE USE FOR THE ZONING CODE, BUT IT IS RECOGNIZED AS AGRICULTURE USE FOR THE ZONING CODE. THE ZONING CODE IS 1705 C, AND THE ZONING CODE HAS CLASSIFIED THE AGRICULTURE USE FOR THE ZONING CODE AS "CONTRACT RECREATION USE".  
3. THE MARK OF BURNING IS THE COMMON EAST BOUNDARY LINE OF THE SUBJECT SITE, AND IS BEING SET FROM AN ADJACENT PLAT TO EAST.  
4. THE MARK OF BURNING, FROM ADJACENT PLAT TO EAST.  
5. SET 5/4" IRON RODS AT ALL CORNERS UNLESS SHOWN OTHERWISE.  
6. ACCESS ONTO STATE HIGHWAY 44 MUST COMPLY WITH TEXAS TRAFFIC ACCESS MANAGEMENT PLAN REGULATIONS.  
7. THE PRIVATE DETENTION POND WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.



APPROVED  
APR 24 2013  
PLANNING COMMISSION

PLAT OF  
AIRPORT INDUSTRIAL SUBDIVISION,  
BLOCK 13, LOTS 3 & 4

A 3.986 ACRES OF LAND, BEING ONE-HALF OF THE WEST ONE-HALF OF SECTION 30, T. 24 N., R. 30 W., S. 10 E., BEING PART OF AIRPORT INDUSTRIAL SUBDIVISION, BLOCK 13, MAP RECORDS, NUÉCES COUNTY, TEXAS.

CORPUS CHRISTI, NUÉCES COUNTY, TEXAS  
BASS & WELSH ENGINEERING  
DATE PLATTED 4/24/13  
JOB NO. 1000  
FIRM NO. F-52, 2004, S.  
PLAT FILED, TIME SHEET 1 OF 1

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
I, NIKON K. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH SURVEYING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE AND CORRECT.  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NIKON K. WELSH  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS NUMBER 1211

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
I, CHARLES F. BARRETT, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, COUNTY OF NUÉCES, TEXAS, DO HEREBY CERTIFY THAT WE ARE THE RECORDING AGENT AND THAT WE APPROVE THE SUBMISSION AND RECORDATION FOR THE PURPOSES AND CONSIDERATIONS TAKEN EXPRESSLY.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
STATE OF TEXAS §  
COUNTY OF NUÉCES §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
THE FINAL PLAT OF THE FOREGOING PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS  
CHARLES F. BARRETT, III, P.E.  
DEVELOPMENT SERVICES ENGINEER  
DATE \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
THE FINAL PLAT OF THE FOREGOING PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN  
GONDO MADAMANI, P.E., C.E.  
SECRETARY  
MARK E. VAN WELCK, P.E.

STATE OF TEXAS §  
COUNTY OF NUÉCES §  
I, DANA T. BARRETT, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, COUNTY OF NUÉCES, TEXAS, 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 \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. AND DULY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_.

INSTRUMENT NUMBER \_\_\_\_\_  
WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT CORPUS CHRISTI, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
DEPUTY  
DANA T. BARRETT, CLERK  
COUNTY COURT  
NUÉCES COUNTY, TEXAS



**APPLICATION FOR WASTE WATER REIMBURSEMENT**

We, 5961 HWY 44, LLC, 5961 Hwy. 44, Corpus Christi, TX 78406, owners and developers of proposed AIRPORT INDUSTRIAL SUBDIVISION, BLOCK 13, LOTS 3 & 4, hereby request reimbursement of \$18,710.61 for the installation of the waste water collection line in conjunction with said lot, as provided for by City Ordinance No. 17092. \$40,487.25 is the construction cost, including 11% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: [Signature]  
Title: Member  
Date: May 14, 2013

THE STATE OF TEXAS §  
COUNTY OF NUECES §

This instrument was acknowledged before me on May 14, 2013, by [Signature] (Name), Member (Title), of 5961 HWY 44, LLC, a Texas Limited Liability Company, on behalf of the said company.



[Signature]  
Notary Public in and for Nueces County, 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 Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services Engineer (Date)



**APPLICATION FOR WASTE WATER CREDIT**

We, 5961 HWY 44, LLC, 5961 Hwy. 44, Corpus Christi, TX 78406, owners and developers of proposed AIRPORT INDUSTRIAL SUBDIVISION, BLOCK 13, LOTS 3 & 4, hereby apply for \$6,236.87 credit towards the waste water acreage fee for the collection line Extension in conjunction with said subdivision as provided for by City Ordinance No. 17092. \$40,487.25 is the construction cost, including 11% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: *John Durehand*

Title: *Member*

Date: *May 14, 2013*

THE STATE OF TEXAS §

COUNTY OF NUECES §

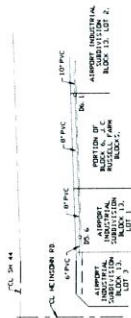
This instrument was acknowledged before me on *May 14*, 2013, by *John Durehand* (Name), *Member* (Title), of 5961 HWY 44, LLC, a Texas Limited Liability Company, on behalf of the said company.



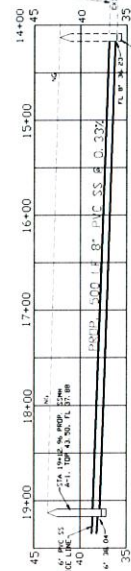
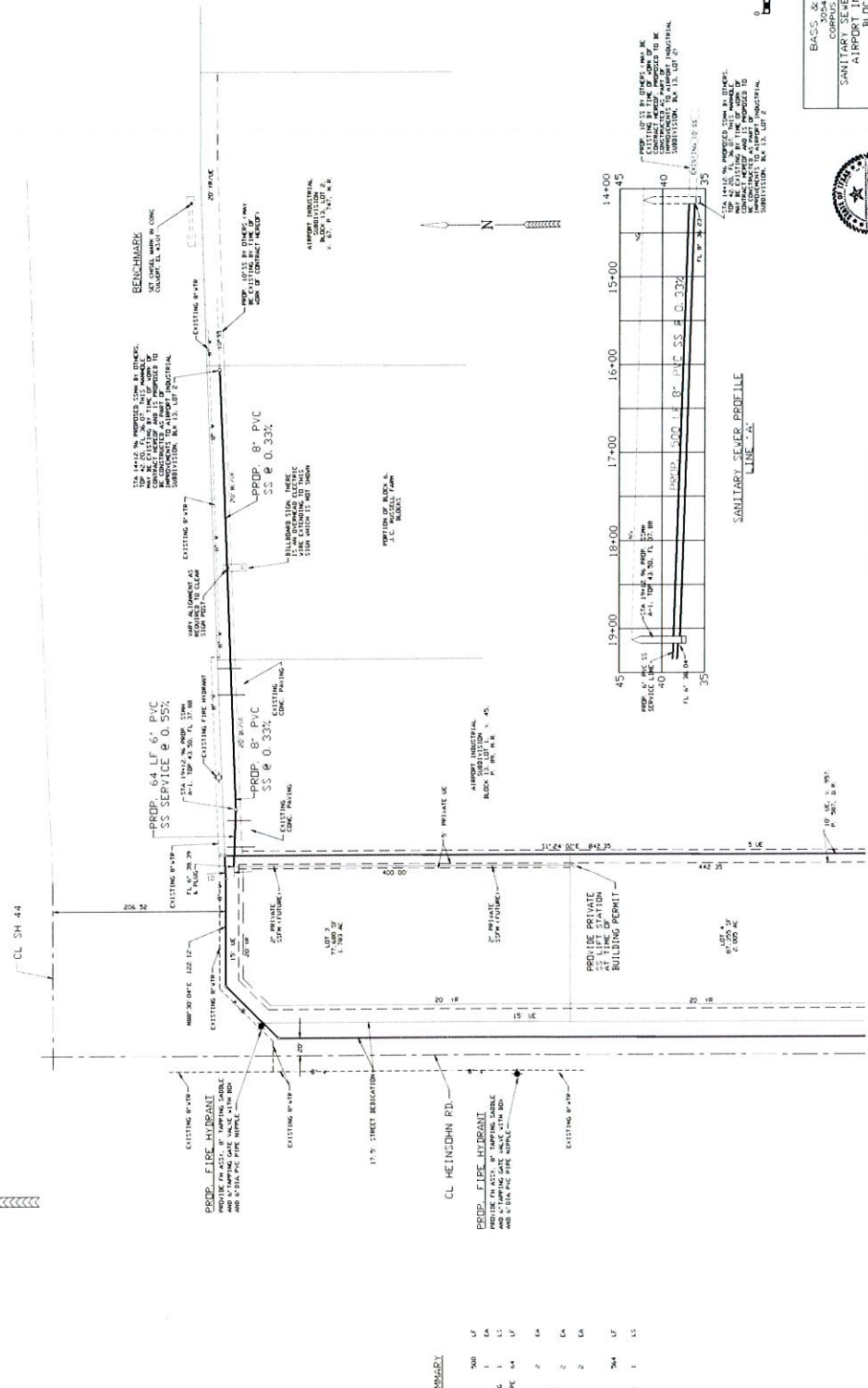
*Katrina Marie Williams*  
Notary Public in and for the State of Texas







SANITARY SEWER BASE MAP  
1"=100'



SANITARY SEWER PROFILE  
LINE 4-A



**ESTIMATE SUMMARY**

DESCRIPTION	QUANTITY	UNIT
1. 8\"/>		



Digitally signed by Renee Coulour  
 Renee Coulour  
 State of Texas  
 License No. 10000  
 Date: 2013.04.23 18:08:19 -0500

BASE: B. WELSH ENGINEERING 3004 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78408
SANITARY SEWER PROFILES AIRPORT INDUSTRIAL SUBDIVISION BLOCK 13, LOTS 3 & 4 CORPUS CHRISTI, NUECES CO., TX
SANITARY SEWER AND WATER PLAN SANITARY SEWER PROFILE
DATE: 04/15/13
SCALE: 1"=100'
SHEET 2 OF 2

**AIRPORT INDUSTRIAL SUBDIVISION  
BLOCK 13, LOTS 3 & 4  
OFFSITE WASTE WATER REIMBURSEMENT**

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8" PVC PIPE	500	LF	\$43.00	\$21,500.00
2	4' DIA. MANHOLE	1	EA	\$6,350.00	\$6,350.00
3	PAVEMENT PATCHING	1	LS	\$7,500.00	\$7,500.00
4	TRENCH SAFETY FOR EXCAVATIONS	500	LF	\$1.00	\$500.00
5	TRAFFIC CONTROL DURING CONSTRUCTION	1	LS	\$625.00	\$625.00
<b>SUBTOTAL</b>					\$36,475.00
Engineering and Surveying 11%					\$4,012.25
<b>SUBTOTAL</b>					\$40,487.25
Less Fee Value of Property*					-\$6,236.87
<b>TOTAL</b>					\$34,250.38

\*FEE VALUE = \$6,236.87 (from City)

**MAXIMUM AMOUNT REIMBURSEABLE**

ITEM	AMOUNT
50% x FEE VALUE OF PROP x AVERAGE PIPE DIAM.	\$24,947.48
0.5 x 6,236.87 x 8=	<u>-\$6,236.87</u>
Less Fee Value of Property*	\$18,710.61





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:** 5961 Hwy 44, LLC

**STREET:** 5961 Hwy 44 **CITY:** Corpus Christi **ZIP:** 78406

**FIRM is:**  Corporation  Partnership  Sole Owner  Association  Other Limited Liability  
 Company

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

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

Name	Job Title and City Department (if known)
<u>None</u>	<u>N/A</u>
<u>None</u>	<u>N/A</u>

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

Name	Title
<u>None</u>	<u>N/A</u>
<u>None</u>	<u>N/A</u>

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

Name	Board, Commission, or Committee
<u>None</u>	<u>N/A</u>
<u>None</u>	<u>N/A</u>

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

Name	Consultant
<u>None</u>	<u>N/A</u>
<u>None</u>	<u>N/A</u>

**CERTIFICATE**

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

**Certifying Person:** John Buehary **Title:** Member  
 (Print)

**Signature of Certifying Person:** [Signature] **Date:** May 14, 2013

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

## 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.