

**RECLAIMED WATER SUPPLY FOR IRRIGATION**

**USER AGREEMENT**

**Between**

**City of Corpus Christi**

**And**

**Texas Veterans Land Board**

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## EXHIBITS

Exhibit A. Application Areas

Exhibit B. Reuse Water for Irrigation– Designation of Reclaimed Water Supervisor (1 sheet)

Exhibit C. Special Reclaimed Water Use Requirements (1 sheet)

Exhibit D. City of Corpus Christi Effluent Reuse Facilities Operation And Maintenance Plan, last revised October, 2011 (10 pages)

Exhibit E. Agreed Order Amending Operational Procedures and Continuing an Advisory Council Pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214; Docket No. 2001-0230-WR (11 pages)

Exhibit F: Memorandum of Agreement Among the Veteran's Land Board of the state of Texas and Nueces County and the City of Corpus Christi, VLB Contract No. 09-052-000-3409 (MOA).

RECLAIMED WATER SUPPLY FOR IRRIGATION  
USER AGREEMENT  
BETWEEN  
CITY OF CORPUS CHRISTI  
AND  
TEXAS VETERAN'S LAND BOARD

STATE OF TEXAS           §  
  §  
COUNTY OF NUECES     §

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Corpus Christi (the CITY), a Texas Home-rule municipal corporation, organized and operating pursuant to its home rule charter, and TEXAS VETERANS LAND BOARD (VLB or USER), an agency of the STATE OF TEXAS.

1. RECITALS

WHEREAS, VLB owns, operates and maintains the Coastal Bend Texas State Veterans Cemetery (Cemetery) located at the intersection of IH 37 and Fulton Corridor in the City of Corpus Christi with certain landscaped areas that VLB desires to irrigate with reclaimed water supplied by the CITY and the reclaimed water will replace VLB's potable water for landscape irrigation and will allow the CITY and the VLB to conserve potable water; and

WHEREAS, the CITY's Water Conservation Plan encourages for increased usage of reclaimed water as appropriate and where feasible so as to preserve the CITY's fresh water supply; and

WHEREAS, the CITY under the authority of State of Texas has established standards for the beneficial use of reclaimed water; and

WHEREAS, the CITY agreed under the Memorandum of Agreement denominated GLO Contract No. 09-052-000-3409 that took effect on October 23, 2008 to provide Reclaimed Water to the VLB for irrigation purposes at a minimum of seventy (70) gallons per minute without charge to the VLB; and

WHEREAS, the parties desire to enter into an Agreement to further detail the method and manner by which the City will supply reclaimed water to VLB for landscape irrigation and the requirements by which the VLB will receive and use the reclaimed water; and

WHEREAS, the City is subject to that certain Agreed Order issued by the Texas Commission on Environmental Quality (TCEQ) Amending the Operational Procedures and Continuing an Advisory Council Pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214; Docket No. 2001-0230-WR

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

## 2. DEFINITIONS

Definition of Terms: As used in this Agreement, the following terms shall have the following meanings:

- A. "Agreed Order" means the Agreed Order amending the operational procedures and continuing an Advisory Council pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214; Docket No. 2001-0230-WR, to which the City and this Agreement are subject (Exhibit E) .
- B. "Cemetery" means the Coastal Bend Texas State Veterans Cemetery located in the City of Corpus Christi.
- C. "CITY" means the City of Corpus Christi, Texas, its City Manager or designee, its Director of Water, and its Director of Wastewater, all of which are authorized to act on behalf of the CITY under this Agreement .
- D. "Commission" means the Texas Commission on Environmental Quality (TCEQ).
- E. "GLO" means the Texas General Land Office. The GLO provide administrative support to the VLB, and employees of the VLB are considered employees of the GLO.
- F. "MOA" means that certain Memorandum of Agreement denominated GLO Contract No. 09-052-000-3409 that took effect on October 23, 2008 (Exhibit "F").
- E. "Potable Water" means water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses.
- F. "Reclaimed Water" means wastewater that is under the direct control of the treatment plant owner/operator which has been treated to a quality suitable for beneficial use.
- G. "TAC" means the Texas Administrative Code.
- H. "TDS" means Total Dissolved Solids.

- I. "TWDB" means the Texas Water Development Board.
- J. "Type II Reclaimed Water" means wastewater appropriate for use in accordance with 30 TAC § 210.32.
- J. "USER" means the person or entity utilizing treated wastewater for agricultural, domestic, commercial or industrial purposes but does not originally treat the domestic wastewater.
- K. "VLB" means the Texas Veterans Land Board.
- L. "Wastewater" means water containing waste, including grey water, black water, or water contaminated by waste contact, including process-generated and contaminated rainfall runoff. Any other words or phrases relating to the use of Reclaimed Water herein, shall have the same definitions as those given under 30 TAC, Chapter 210 "Use of Reclaimed Water" (30 TAC, §210.3).

### *3. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS*

The CITY and the VLB agree to comply with any applicable law, rule, or regulation in carrying out their obligations under this Agreement.

VLB and CITY acknowledge and agree that any delivery or release of CITY's water, including any delivery of Reclaimed Water under this Agreement, affects the CITY's environmental flows, and affects the CITY's capacity to deliver and plan for delivery of water to meet the needs of the CITY's water customers and the CITY's other contractual obligations.

### *4. AREA OF USE*

VLB shall use Reclaimed Water supplied by the CITY on irrigated landscape located within a total of approximately fifty-four (54) acres which Site is more fully described in Exhibit "A" which is attached hereto and made a part of this Agreement for all purposes.

### *5. BENEFICIAL USE STANDARD*

The CITY intends to promote the beneficial use of Reclaimed Water and compliance with State rules (30TAC210) for the application of Reclaimed Water. The use of Reclaimed Water by the VLB shall meet the following minimum criteria:

- A. The VLB shall maintain sites with a vegetative cover in the condition required by the United States Department of Veterans Affairs.

- B. The City shall supply Reclaimed Water in accordance with the MOA (Exhibit "F") under which the City agreed to provide Reclaimed Water to the VLB for irrigation purposes at a minimum of seventy (70) gallons per minute.
- C. VLB shall maintain soil, irrigation, and management practices to avoid ponding or runoff of Reclaimed Water.

## *6. MONITORING AND REPORTING*

The VLB and the CITY will conduct periodic monitoring for the purpose of ensuring that the beneficial use standards in Section 6 of this Agreement are being met at Reclaimed Water irrigated sites. The CITY will provide monitoring reports annually to VLB addressing any needed improvements to comply with the beneficial use standards listed in this Agreement.

## *7. DELIVERY OF RECLAIMED WATER*

- A. The CITY shall deliver Reclaimed Water from an 8" force main which terminates at the VLB property line. The Reclaimed Water usage shall be metered using an ultrasound flow meter which is provided and installed by the City on the 16" force main. The location of the Reclaimed Water meter is shown on Exhibit "A".
- B. If by reason of Force Majeure, the CITY shall be rendered unable wholly or in part to carry out its obligations under this Agreement to deliver Reclaimed Water, it shall not be required to deliver Reclaimed Water, and its failure to deliver Reclaimed Water in accordance with the terms and conditions of this Agreement, shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, unavoidable accident, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, power failures, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the CITY Water System, or other causes, or by reason beyond the CITY'S control.

## *8. RECEIPT AND APPLICATION OF RECLAIMED WATER*

- A. This Section shall become effective as soon as the CITY is able to deliver Reclaimed Water to the Site.

- B. VLB agrees to receive, accept and apply Reclaimed Water supplied by the CITY only for irrigation of VLB's landscaped areas identified in Section 4. VLB shall control and be responsible for the application of Reclaimed Water to the Site in accordance with the beneficial use standard in Section 5 of this Agreement, all applicable laws and regulations, including those in 30 TAC, Chapter 210, and THE CITY Rules and Regulations.
- C. The City of Corpus Christi's Water Conservation Ordinance shall apply unless a variance from those provisions is granted by the CITY. The use of Reclaimed Water will not be curtailed due to the imposition of drought management plans.
- D. VLB's agreements with a third party for the management of the Site shall not in any way relieve VLB of compliance with the terms of this Agreement.

#### 9. QUALITY OF RECLAIMED WATER

The City makes no guarantees as to the quality of Reclaimed Water delivered to VLB by the CITY. The City endeavors to deliver water of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with 30 TAC, Chapter 210. VLB understands and agrees that the quality of the Reclaimed Water, especially salinity or other constituents, is different from that of VLB's normal potable water supply and that a possibility exists that VLB's turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. VLB UNDERSTANDS AND AGREES THAT THE CITY MAKES NO WARRANTIES AS TO THE QUALITY OF THE RECLAIMED WATER. IN ADDITION, ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED.

#### 10. RECLAIMED WATER USE REQUIREMENTS

The use of Reclaimed Water is regulated by the Commission and CITY's Ordinance. Some of the requirements for use of Reclaimed Water are contained in attached Exhibit "C". VLB shall fully inform itself of applicable requirements for the use of Reclaimed Water and abide by all laws and regulations governing Reclaimed Water use.

The VLB shall implement a salinity mitigation program. The mitigation program shall include, but not be limited to, the following measures to eliminate or reduce foliar damage and soil salinity accumulation:

- A. Replacing or realigning irrigation to prevent spraying of foliage;



- B. Removal, fracturing, or penetration of caliche and/or clay underlying areas of salt accumulation;
- C. Possible rescheduling of irrigation to minimize foliar damage or salt accumulation;
- D. Top dressing with sand as needed; and
- E. Soil salinity monitoring and testing as needed to ensure that the beneficial use standards are being met.

#### 11. RECLAIMED WATER SUPERVISOR

- A. VLB shall designate an individual as VLB's Reclaimed Water Supervisor. The Reclaimed Water Supervisor shall be VLB's coordinator and the direct contact person between the CITY and the VLB. The VLB agrees that the Reclaimed Water Supervisor shall be responsible for the proper operation of VLB's Reclaimed Water system, implementing the requirements of this Agreement relative to the on-site use of Reclaimed Water, monitoring of VLB's Reclaimed Water system for prevention of potential hazards, and coordination with the CITY and other regulatory agencies. The CITY will assist in the training of VLB's Reclaimed Water Supervisor as time and resources permit; however, it shall be the non-delegable responsibility of VLB to assure its Reclaimed Water Supervisor is trained in the use and handling of Reclaimed Water in accordance with all applicable rules, regulations and laws.
- B. VLB shall inform the CITY in writing of the name, position and daytime and nighttime telephone numbers of VLB's Reclaimed Water Supervisor and shall promptly inform the CITY in writing of any changes of designee and/or phone numbers during the term of this Agreement.

#### 12. ON-SITE FACILITY MODIFICATIONS

- A. If modifications are necessary to VLB's on-site facilities to conform to applicable Reclaimed Water use requirements, VLB shall submit its plans and specifications for such modifications to the CITY through its Director, Wastewater Department. All modifications required in VLB's on-site facilities shall be the sole cost and responsibility of VLB. The CITY shall assist VLB in identifying the modifications and/or changes required in VLB's on-site facilities. It shall be VLB's responsibility to construct the modifications in accordance with the plans and specifications, and with applicable laws and regulations.
- B. The CITY shall install and maintain the following facilities on the VLB's Site:

1. Reclaimed Water meter, as required to monitor the Reclaimed Water deliveries made to VLB.
2. VLB shall provide the CITY with any easements necessary for delivery of Reclaimed Water to VLB's premises at a mutually agreeable location.

### *13. NOTIFICATION OF PUBLIC AND TO TCEQ*

- A. The VLB shall provide proper notification to VLB's employees and to the public that Reclaimed Water is being used on the Site in accordance with applicable laws and regulations. Prior to VLB's commencement of the use of Reclaimed Water under this Agreement, the CITY will notify the Executive Director of the Commission and obtain approval for such use in accordance with 30 TAC, Chapter 210 (30 TAC §210.4).
- B. Upon completion of all on-site modifications and changes to VLB's Reclaimed Water and potable water systems, VLB shall provide the CITY with as-built drawings of VLB's completed Reclaimed Water system and potable water system on VLB's Site. The drawings shall show at a minimum, the locations of all pipelines, controllers, valves, buildings, structures, property boundaries, and any other features important to the onsite use of Reclaimed Water.

### *14. USE OF RECLAIMED WATER*

- A. The CITY will provide VLB with a minimum of seventy gallons (70) per minute of Type II Reclaimed Water or effluent without charge.

For the purpose of this Section, "Reclaimed Water" includes all water delivered to VLB through the CITY's Reclaimed Water delivery system.

- B. If applicable, the CITY shall read the Reclaimed Water meter at least monthly consistent with the CITY's normal meter reading schedule.
- C. If applicable, the VLB and the CITY shall maintain records of the date and amount of Reclaimed Water delivered to VLB by the CITY and of all other records required by law to be kept for 5 years in accordance with the requirements of 30 TAC, Chapter 210 (30 TAC §210.36).

### *15. PERMISSION TO ENTER*

VLB hereby grants to the CITY and regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the Site for the purpose of observing construction or modification of Reclaimed Water

facilities, for maintaining and repairing the CITY-installed facilities, for meter reading, and for observing and verifying that VLB is properly operating its Reclaimed Water facilities in accordance with the terms and conditions of this Agreement, the Ordinances, Rules and Regulations of the CITY and 30 TAC, Chapter 210. When entering VLB's premises, the CITY or the regulatory agencies shall not unreasonably interfere with VLB's operations and its use of the premises.

## 16. ENFORCEMENT

If the CITY finds that the VLB is not meeting the Beneficial Use Standard in Section 7 of this Agreement, the CITY will notify the VLB in writing of its findings of noncompliance. VLB shall respond to the CITY with a Site Improvement Plan to include a schedule of time needed to address and resolve noncompliance issues. Unless otherwise approved by the CITY, User will have six (6) months from the date the CITY notifies User of noncompliance in written, to implement the Site Improvement Plan measures.

## 17. GENERAL CONDITIONS

- A. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Nueces County, Texas.
- B. The MOA, this Agreement and the attachments hereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the parties.
- C. The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.
- D. The CITY and USER will each use their best efforts to fully cooperate with one another as may be necessary to diligently obtain and maintain in effect any required permits and all other approvals and records required by regulatory requirements that may be necessary for the CITY and USER to perform under, or take advantage of, the terms and conditions of this Agreement.
- E. The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.
- F. Notices to be given by either party to the other relative to this Agreement shall be in writing. Both parties agree that any such notice shall be

effective when personally delivered or deposited, postage paid, in the U.S.  
Mail addressed by certified mail, return receipt request, as follows:

CITY:

City of Corpus Christi  
Attn: Assistant City Manager for Public Works  
Address: 1201 Leopard Street, City Hall Building  
Corpus Christi, TX 78401

City of Corpus Christi  
Attn: Director of Wastewater Operations  
Address: P.O. Box 9277  
Corpus Christi, TX 78469-9277

w/copy to:

City of Corpus Christi  
Attn: City Attorney  
Address: 1201 Leopard Street, City Hall Building  
Corpus Christi, TX 78401

VLB:

Texas General Land Office  
1700 N. Congress Avenue, Room 910  
Austin, TX 78701  
Attention: Legal Services Division

- G. This Agreement is for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

**18. TERM, TERMINATION, RIGHT TO TERMINATE**

The primary term of this Agreement is five (5) years from its date of execution by all the parties. Thereafter, unless noticed in writing, this Agreement shall be automatically renewed for five (5) year terms unless terminated in accordance with any other provision of this Agreement.

In addition, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party of its intent to do so. Termination of this Agreement does not relieve either party of its obligations under the MOA.

*19. AUTHORITY TO SIGN*

The persons signing this Agreement represent that they are duly authorized to legally bind the party on whose behalf they sign.

IN WITNESS WHEREOF, the CITY and VETERAN'S LAND BOARD have executed this Agreement as of the date and year first written above.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Ron L. Olson  
City Manager

ATTEST:

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

**GENERAL LAND OFFICE / VETERANS LAND BOARD**

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

Date of execution: \_\_\_\_\_

\_\_\_\_\_  
Kevin Warren, Deputy Commissioner  
Veterans Land Board, Veterans Homes and Cemeteries Program

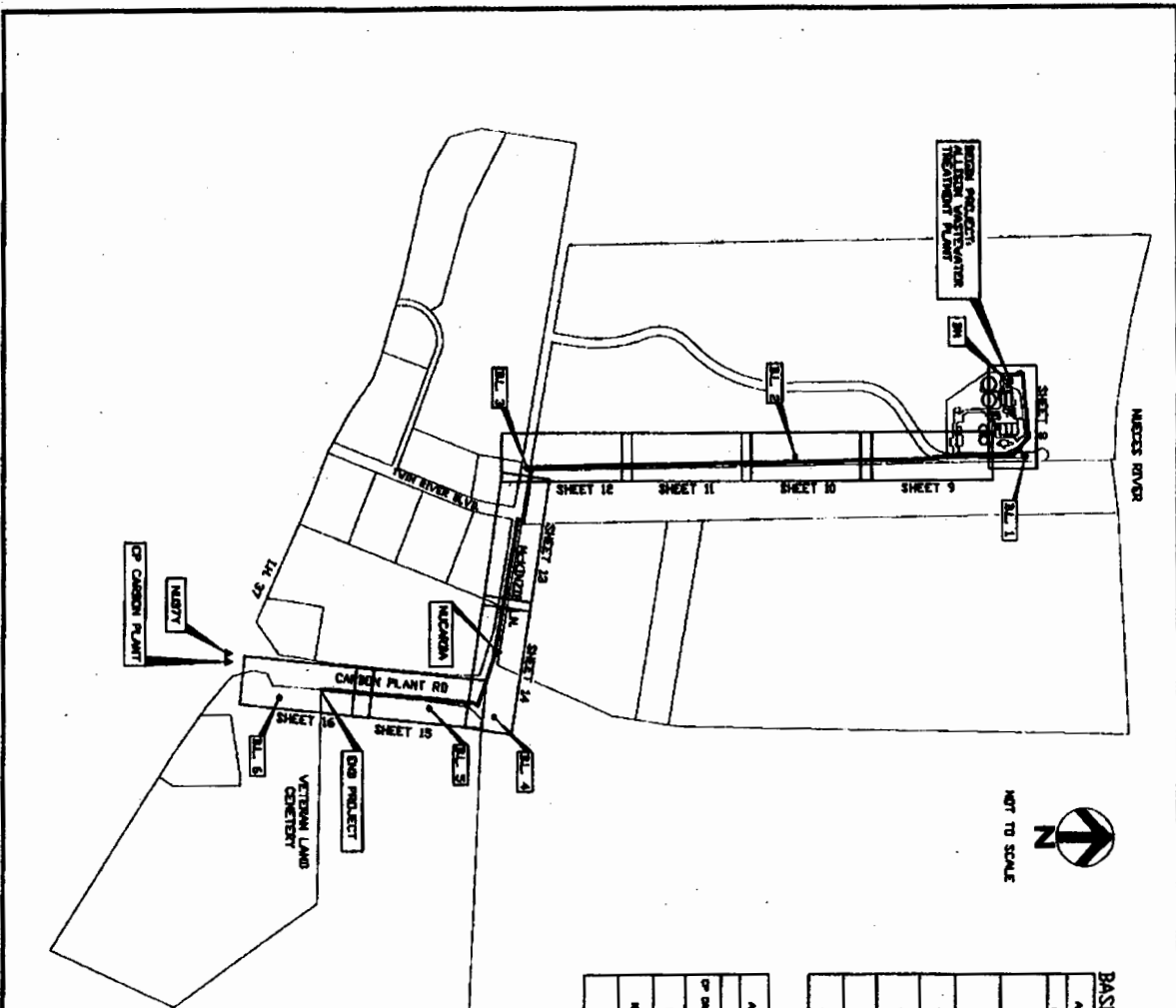
LEGAL \_\_\_\_\_

AGC \_\_\_\_\_

GC \_\_\_\_\_

**EXHIBIT A**

**APPLICATION AREAS  
(Site Plan of Premise Attached)**



**BASELINE POINTS**

ALL HORIZONTAL AND VERTICAL DATA SHOWN IS BASED ON EXISTING TX DOT SURVEY CONTROL.

| POINT | ELEVATION | BENCHMARK | LOCATION | DESCRIPTION   |
|-------|-----------|-----------|----------|---|
| BL. 1 | 549       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |
| BL. 2 | 423       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |
| BL. 3 | 424       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |
| BL. 4 | 424       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |
| BL. 5 | 423       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |
| BL. 6 | 424       | STANDARD  | STANDARD | SET BENCH MARK AT CORNER OF CITY OF CORPUS CHRISTI OFFICE BUILDING AT INTERSECTION OF MAIN ST. AND 1ST ST. NORTH OF MAIN ST. EAST SIDE OF THE ROAD. |

ALL HORIZONTAL AND VERTICAL DATA SHOWN IS BASED ON EXISTING TX DOT SURVEY CONTROL.

| POINT           | ELEVATION | BENCHMARK | LOCATION | DESCRIPTION  |
|-----------------|-----------|-----------|----------|--|
| CP CARBON PLANT | 424       | STANDARD  | STANDARD | DATA FOR CONSTRUCTION OF THE EFFLUENT LIFT STATION AND FORCE MAIN LINE IS BASED ON THE SURVEY CONTROL POINTS SHOWN ON THIS PLAN. |
| WASTEWATER      | 424       | STANDARD  | STANDARD | DATA FOR CONSTRUCTION OF THE EFFLUENT LIFT STATION AND FORCE MAIN LINE IS BASED ON THE SURVEY CONTROL POINTS SHOWN ON THIS PLAN. |
| WASTEWATER      | 423       | STANDARD  | STANDARD | DATA FOR CONSTRUCTION OF THE EFFLUENT LIFT STATION AND FORCE MAIN LINE IS BASED ON THE SURVEY CONTROL POINTS SHOWN ON THIS PLAN. |
| 2X              | 423       | STANDARD  | STANDARD | DATA FOR CONSTRUCTION OF THE EFFLUENT LIFT STATION AND FORCE MAIN LINE IS BASED ON THE SURVEY CONTROL POINTS SHOWN ON THIS PLAN. |

**DN-SITE PIPELINE MARKERS**

FIELD THE COMPANIES:  
 LOCAL PIPELINE  
 WASTE WATERS INDUSTRIES  
 WASTE WATER SERVICES COMPANY  
 WASTE WATER SERVICES COMPANY  
 WASTE WATER SERVICES COMPANY  
 WASTE WATER SERVICES COMPANY  
 WASTE WATER SERVICES COMPANY

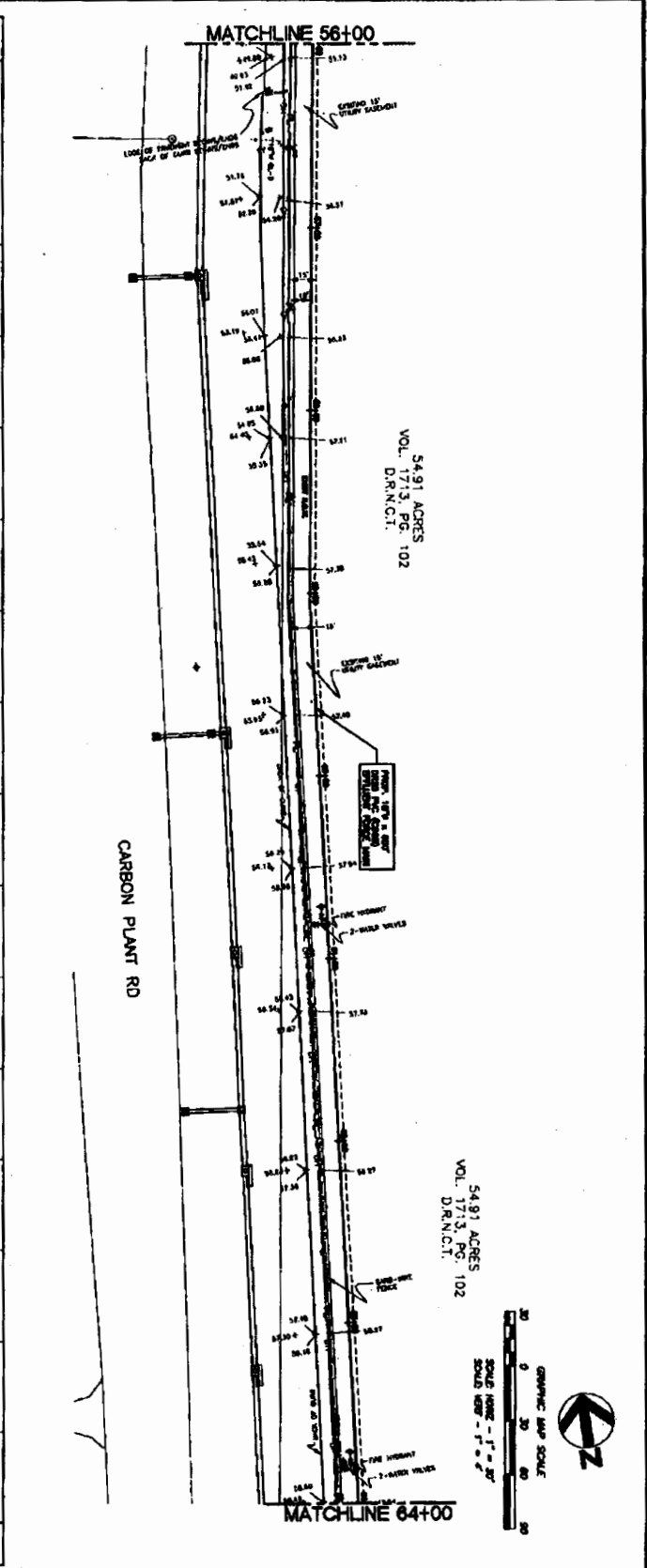
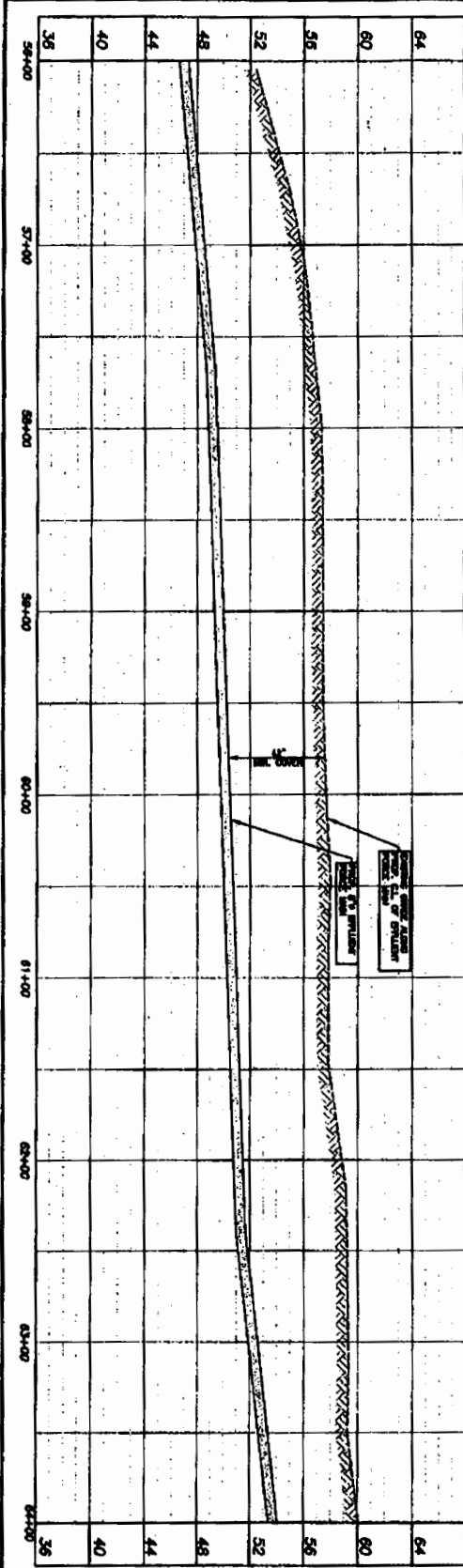
PHONE NUMBERS:  
 409-444-4444  
 409-444-4444  
 409-444-4444  
 409-444-4444  
 409-444-4444  
 409-444-4444

- LEGEND**
- 1. FORCE MAIN
  - 2. EFFLUENT LINE
  - 3. WASTEWATER
  - 4. WATER MAIN
  - 5. GAS MAIN
  - 6. SANITARY SEWER
  - 7. STORM SEWER
  - 8. ELECTRIC
  - 9. TELEPHONE
  - 10. CABLE TV
  - 11. FIBER OPTIC
  - 12. UNIDENTIFIED

|  |   |   |  |
|--|---|---|--|
| SHEET 3 OF 32<br>ST 194<br>CITY PROJECT # 2589 | <b>VETERANS CEMETERY EFFLUENT LIFT STATION AND FORCE MAIN</b><br><br><b>OVERALL SITE PLAN</b> | <b>CITY OF CORPUS CHRISTI TEXAS</b><br><b>WASTEWATER DEPARTMENT</b><br>Department of Engineering Services | <b>B. HARMAN ENGINEERING, LLC</b><br>4327 Lela Orlando Dr.<br>Corpus Christi, TX 78412<br>Ph. 361-762-3445 Fax 361-297-2271<br>TDD No. 7-10176 |
|--|---|---|--|






DATE: 10/15/03  
 PROJECT: VETERANS CEMETERY EFFLUENT LIFT STATION AND FORCE MAIN  
 SHEET NO. 15 OF 32



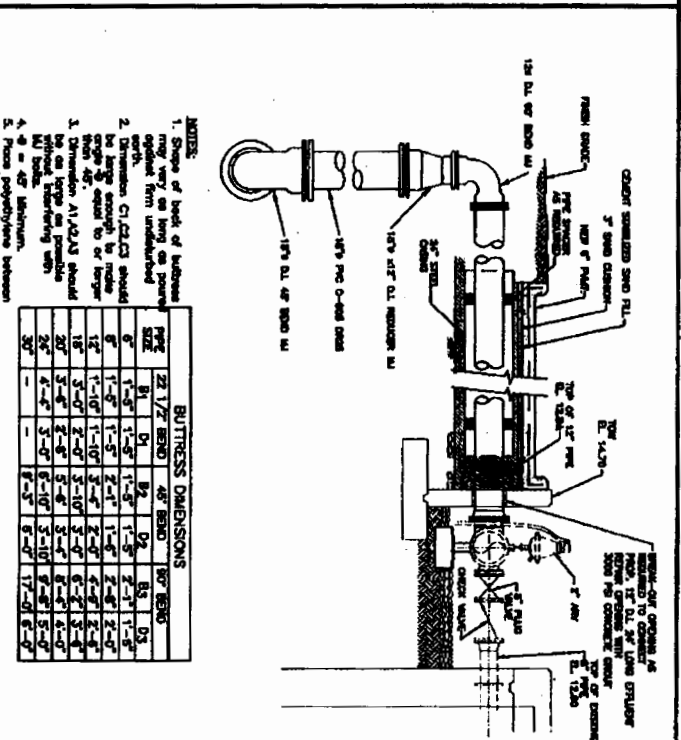
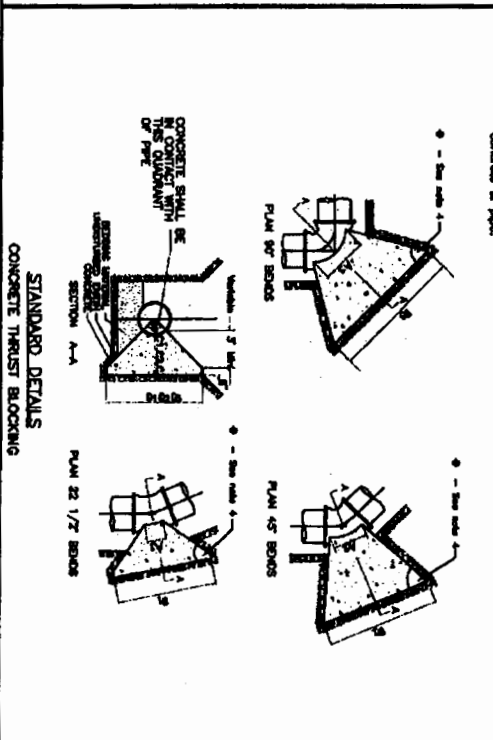
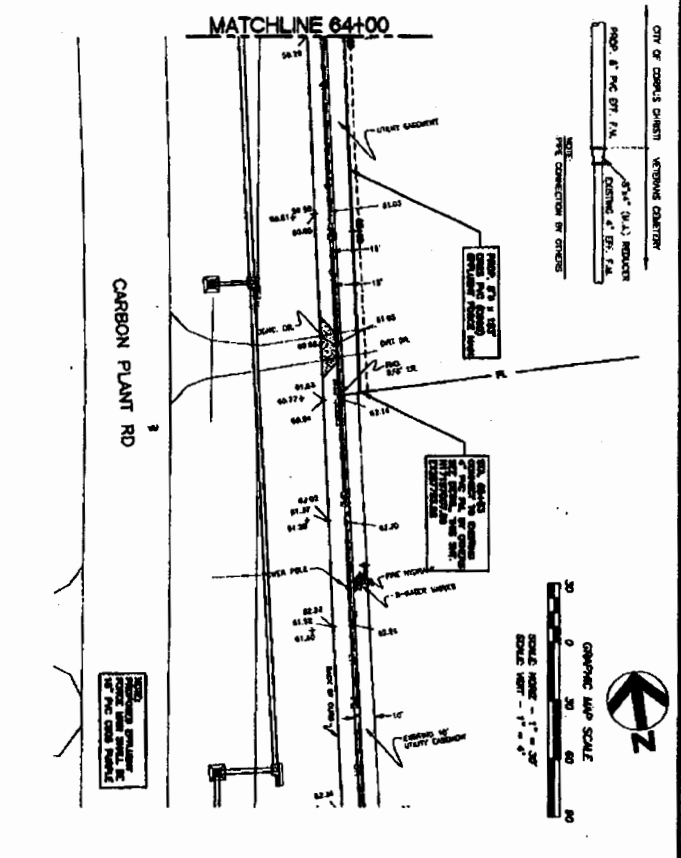
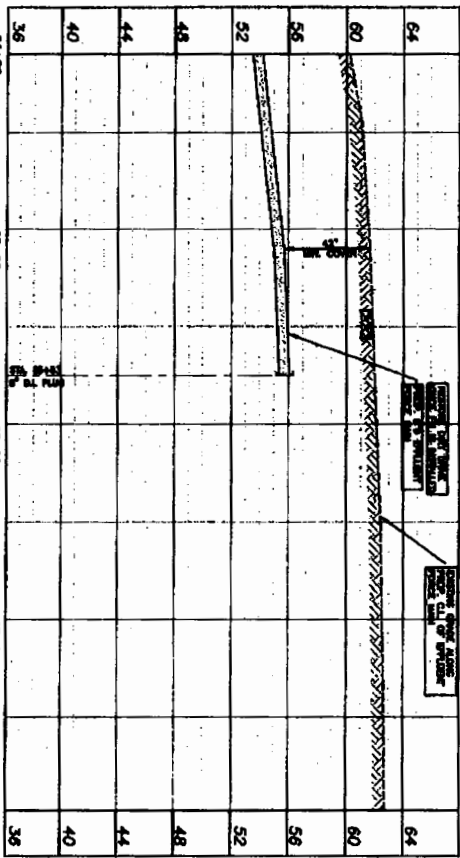
54.91 ACRES  
 VOL. 1713, PG. 102  
 D.R.N.C.T.

54.91 ACRES  
 VOL. 1713, PG. 102  
 D.R.N.C.T.



|   |  |  |  |  |
|---|--|--|--|--|
| SHEET NO. 15 OF 32<br>STL 194<br>DATE: 10/15/03 | <b>VETERANS CEMETERY EFFLUENT<br/>         LIFT STATION AND FORCE MAIN</b><br><br><b>FORCE MAIN PLAN AND PROFILE<br/>         STA 56+00 TO 64+00</b> | <br><b>CITY OF<br/>         CORPUS CHRISTI,<br/>         TEXAS</b><br><b>WASTEWATER<br/>         DEPARTMENT</b><br>Department of Engineering Services | <br><b>B. HARMAN<br/>         ENGINEERING, LLC</b><br>4557 Lake Orlando Dr.<br>Corpus Christi, TX 78413<br>Ph. 361-742-3448 Fax 361-899-8891<br>TYPE No. B-10172 | <br>CITY OF CORPUS CHRISTI<br>TEXAS |
|---|--|--|--|--|

CITY OF CORPUS CHRISTI, TEXAS  
 WASTEWATER DEPARTMENT  
 ENGINEER: J. W. HARMAN  
 DATE: 11/11/11  
 SHEET NO.: 16 of 32  
 PROJECT NO.: STL 194



- NOTES:**
1. Slope of back of buttress to be 1:1.
  2. Dimension C/C's should be large enough to make pipe fit snugly to or larger.
  3. Dimension A/A's should be as large as possible without interfering with pipe.
  4. 4' - 48" minimum.
  5. Faces perpendicular between concrete @ pipe.

| PIPE SIZE | BUTTRISS DIMENSIONS |          |          |
|-----------|---------------------|----------|----------|
|           | 22 1/2° BEND        | 45° BEND | 90° BEND |
| 18"       | 8'-0"               | 8'-0"    | 8'-0"    |
| 24"       | 10'-0"              | 10'-0"   | 10'-0"   |
| 30"       | 12'-0"              | 12'-0"   | 12'-0"   |
| 36"       | 14'-0"              | 14'-0"   | 14'-0"   |
| 42"       | 16'-0"              | 16'-0"   | 16'-0"   |
| 48"       | 18'-0"              | 18'-0"   | 18'-0"   |
| 54"       | 20'-0"              | 20'-0"   | 20'-0"   |
| 60"       | 22'-0"              | 22'-0"   | 22'-0"   |
| 66"       | 24'-0"              | 24'-0"   | 24'-0"   |
| 72"       | 26'-0"              | 26'-0"   | 26'-0"   |
| 78"       | 28'-0"              | 28'-0"   | 28'-0"   |
| 84"       | 30'-0"              | 30'-0"   | 30'-0"   |
| 90"       | 32'-0"              | 32'-0"   | 32'-0"   |
| 96"       | 34'-0"              | 34'-0"   | 34'-0"   |
| 102"      | 36'-0"              | 36'-0"   | 36'-0"   |
| 108"      | 38'-0"              | 38'-0"   | 38'-0"   |
| 114"      | 40'-0"              | 40'-0"   | 40'-0"   |
| 120"      | 42'-0"              | 42'-0"   | 42'-0"   |

|   |  |  |   |  |
|---|--|--|---|--|
| REVISION NO. _____ DATE _____ BY _____<br>DESCRIPTION _____ | <b>VETERANS CEMETERY EFFLUENT LIFT STATION AND FORCE MAIN</b><br><b>FORCE MAIN PLAN AND PROFILE STA 64+00 TO 65+83</b> | <b>CITY OF CORPUS CHRISTI, TEXAS</b><br><b>WASTEWATER DEPARTMENT</b><br>Department of Engineering Services | <b>B. HARMAN ENGINEERING, LLC</b><br>4337 Lake Ontario Dr.<br>Corpus Christi, TX 78418<br>Ph. 361-742-3468 Fax 361-399-2291<br>T878 No. F-10178 |  |
|---|--|--|---|--|

EXHIBIT B

REUSE WATER FOR IRRIGATION  
DESIGNATION OF RECLAIMED WATER SUPERVISOR

User Name: The Coastal Bend Texas State Veterans Cemetery of the Veterans Land Board \_\_\_\_\_

Address: 9974 IH 37 Access Road  
Corpus Christi, Texas 78410-1408 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reclaimed Water Supervisor Information:

Full Name: Robert Krussow, Jr.  
\_\_\_\_\_

Full Title: Operations Supervisor \_\_\_\_\_

Work Phone #: 361-248-4830 \_\_\_\_\_

Emergency Phone #: 512-748-4589 \_\_\_\_\_

Cell or Pager #: 512-748-4589 \_\_\_\_\_

E-mail Address:  
rk@premiercemeteryservice.com \_\_\_\_\_

USER:

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

## EXHIBIT C

### SPECIAL RECLAIMED WATER USE REQUIREMENTS

The following use requirements are intended to satisfy the requirements of the Texas Water Commission for the safe use of reclaimed water for unrestricted landscape irrigation:

1. Runoff of reclaimed water and spray shall be minimized.
2. Signs in both English and Spanish shall be provided at main entrances to the Site and at reclaimed water hose bibs and faucets to inform the public that reclaimed water is being used.
3. Site shall be managed so that public contact with reclaimed water shall be minimized.
4. Above-ground reclaimed water facilities shall be marked by authorized methods to differentiate the reclaimed water facilities from the potable water facilities. Belowground reclaimed water facilities shall be similarly marked if newly constructed or if exposed for repair.
5. Reclaimed water valves, outlets, quick couplers and sprinklers shall be of a type, or secured in a manner, that permits operation only by USER'S authorized personnel.
6. For new underground construction, there shall be at least a 9-foot horizontal and 1-foot vertical separation between all pipelines transporting reclaimed water and those transporting potable water, with the potable water pipeline above the reclaimed water pipeline.
7. A backflow prevention device shall be provided at all potable water service connections in reclaimed water use areas. There shall be no connection between potable water and reclaimed water piping. Supplementing reclaimed water with any potable water shall not be allowed except through an air-gap separation.
8. Drinking water facilities and swimming pools shall be protected from reclaimed water spray.
9. Adequate measures shall be taken to minimize ponding and to prevent breeding of mosquitoes.

- 10. Inspection, supervision and employee training shall be provided by USER to assure safe and proper operation of the reclaimed water system.**
- 11. All valves of any type installed below grade (including existing valve boxes) shall be housed in a valve box with a purple locking cover.**
- 12. Use of reclaimed water by subsequent owners or lessees will not be allowed unless they are advised of these requirements and sign a new User Agreement.**

**EXHIBIT D**

**CITY OF CORPUS CHRISTI  
EFFLUENT REUSE FACILITIES OPERATION AND MAINTENANCE PLAN  
LAST REVISED OCTOBER, 2011 (10 PAGES)**

*O&M Manual attached here*

# **RECLAIMED WATER FACILITIES**

## **Operation and Maintenance Plan**

**PREPARED BY  
CITY OF CORPUS CHRISTI  
WASTERWATER DEPARTMENT  
JUNE 2003**

**REVISED  
October 2011**

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# **CITY OF CORPUS CHRISTI WASTEWATER DEPARTMENT EFFLUENT REUSE FACILITIES**

## **Operation and Maintenance Plan**

The City of Corpus Christi fully embraces responsible environmental stewardship of its resources. The City endorses the responsible use of reclaimed water by the serviced community. Delivery of reclaimed water will adhere to the tenets of the Texas Commission on Environmental Quality (TCEQ) Chapter 210, for Type I and/or Type II uses, and will be delivered when available for use.

The City of Corpus Christi Wastewater Department has developed this plan to provide proper operation and maintenance of the user's reclaimed water facilities and addresses specific issues identified in the use of reclaimed water and the methods that will be employed to minimize potential problems. The plan may be updated, with notification to the TCEQ, to reflect any changes that occur within the system.

### **I. Regulatory Authority**

The City of Corpus Christi distributes reclaimed water for beneficial reuse under the authority of the State of Texas. On May 17, 1999, the TCEQ issued Authorization No. R10401-003 to the City, which provides for Type I and/or Type II uses of wastewater treatment plant effluent from the following City-owned facilities:

- Oso Wastewater Treatment Plant, TPDES Permit No. 10401-004;
- Greenwood Wastewater Treatment Plant, TPDES Permit No. 10401-003;
- Broadway Wastewater Treatment Plant, TPDES Permit No. 10401-005;
- Allison Wastewater Treatment Plant, TPDES Permit No. 10401-006;
- Laguna Madre Wastewater Treatment Plant, TPDES Permit No. 10401-008 (Type II only);
- Whitecap Wastewater Treatment Plant, TPDES Permit No. 10401-009.

On November 15, 2006, the TCEQ issued a separate authorization for each facility. The authorization numbers are the following:

- Oso Wastewater Treatment Plant, Authorization No. R10401-004;
- Greenwood Wastewater Treatment Plant, Authorization No. R10401-003;
- Broadway Wastewater Treatment Plant, Authorization No. R10401-005;

- Allison Wastewater Treatment Plant, Authorization No. R10401-006;
- Laguna Madre Wastewater Treatment Plant, Authorization No. R10401-008 (Type II only);
- Whitecap Wastewater Treatment Plant, Authorization No. R10401-009.

The effluent is to be used for the following Type I and Type II uses, as defined in 30 TAC, Chapter 210 and as permitted in the individual authorizations; the irrigation of golf courses, ball parks, schools, parks, industrial centers, apartment complexes, commercial properties, irrigation of a 'closed' landfill, home lawn watering, road median and also used for cooling towers, fire fighting and road construction. Type I reclaimed water use includes irrigation or other uses in areas where the public may be present during the time when irrigation takes place or other uses where the public may come in contact with the reclaimed water. Type II reclaimed water use includes irrigation or other uses in areas where the public is not present during the time when irrigation takes place or other uses where the public would not come in contact with the reclaimed water.

## **II. General Requirements:**

- A. The user shall use the reclaimed water in accordance with this agreement, City ordinances, and TAC Chapter 210 relating to reclaimed water.
- B. The City of Corpus Christi will not be liable for misapplication of reclaimed water by users. The user is responsible for ensuring that reclaimed water overflow, crop stress, and undesirable soil contamination does not occur.
- C. The City of Corpus Christi may conduct periodic audits of appropriate controls implemented by reclaimed water users.
- D. Food crops that may be consumed raw by humans shall not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- E. There shall be no nuisance conditions resulting from the user's distribution, use, and/or storage of reclaimed water.

- F. Reclaimed water shall not be utilized in a way that degrades ground water quality to a degree adversely affecting its actual or potential uses.
- G. Reclaimed water managed in storage ponds must be prevented from discharge into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the TCEQ. All other discharges are unauthorized. If any unauthorized overflow of storage pond occurs causing discharge into or adjacent to waters in the state, the user shall report any non-compliance within five working days of becoming aware of the overflow to the TCEQ and to the City of Corpus Christi. The written submission of such information shall be provided to the TCEQ regional office and to the Austin Office, Water Enforcement Section (MC-149) and shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- H. Use of hose bibs and faucets are prohibited unless specifically approved by the City of Corpus Christi, Water Department Director.
- I. The reclaimed water user shall provide reasonable control of the application rates for reclaimed water applied to irrigation areas. These controls shall encourage the efficient use of reclaimed water and avoid excessive application of reclaimed water that results in surface runoff or excessive percolation below the root zone.
- J. The user may not resell, trade or transfer reclaimed water to any other person or legal entity. The user is also prohibited from conveying reclaimed water to any other premises or location.
- K. The user is solely responsible for any private distribution system, storage, or transmission costs, including the initial construction cost, and operation and maintenance of the private reclaimed water

system on the user's property. All facilities shall be designed, constructed, and operated in accordance with 30 TAC, Chapter 210.

- L. Distribution systems must be designed to prevent operation by unauthorized personnel. Irrigation operations shall be managed in a manner to minimize the inadvertent contact of reclaimed water with humans. Operational or tail water controls shall be provided and maintained to preclude discharge of reclaimed water from irrigation sites.
- M. The City shall install and maintain a reclaimed water meter, as desired, to monitor the reclaimed water deliveries made to User. Meter will be calibrated regularly.
- N. The reclaimed water User shall provide reasonable control of the application rates for reclaimed water. These controls shall encourage the efficient use of reclaimed water and avoid excessive application of reclaimed water.

### **III. User's Reclaimed Water Supervisor**

- A. User shall designate an individual as User's Reclaimed Water Supervisor. The Reclaimed Water Supervisor shall be User's coordination manager and the direct contact person between the City and the User. The Reclaimed Water Supervisor shall be responsible for the proper operation of User's reclaimed water system, implementing the requirements of the Agreement relative to the on-site use of reclaimed water, monitoring of User's reclaimed water system for prevention of potential hazards, and coordination with the City and other regulatory agencies. It shall be the non-delegable responsibility of User to assure its Reclaimed Water Supervisor is trained in the use and handling of reclaimed water in accordance with all applicable rules, regulations and laws.
- B. User shall inform the City in writing of the name, position, address and daytime and nighttime telephone numbers of User's Reclaimed Water Supervisor and shall promptly inform the City in writing of any

changes of designee and/or phone numbers during the term of the Agreement.

- C. The Reclaimed Water Supervisor or his representative shall be available during normal working hours at an address listed with the City for the purpose of hosting an inspection tour or for discussing operational aspects of the system and shall be available via telephone at a number listed with the City for emergency off-hours contact.
- D. The Reclaimed Water Supervisor shall be responsible for furnishing the Operations Personnel system operating instructions, maintenance instructions, controller charts, and record drawings to ensure proper operation in accordance with the irrigation system design and these Regulations. At least one complete set of this information shall be kept on site or in the nearest field office or maintenance building established by the Reclaimed Water Supervisor.
- E. The Water Supervisor retains the responsibility of properly disseminating this information to all appropriate Operations Personnel.

#### **IV. On-Site Facility Modifications**

- A. If modifications are necessary to User's on-site facilities to conform to reclaimed water use requirements or to meet modified requirements, User shall submit its plans and specifications for such modifications to the City Engineering Services who shall review same before construction commences and whose approval shall not unreasonably be withheld. All modifications required in User's on-site facilities shall be the sole cost and responsibility of User. The City shall assist User in identifying the modifications and/or changes required in User's on-site facilities. It shall be User's responsibility to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.

## **V. Labeling and Separation of Facilities**

- A. All reclaimed water distribution facilities shall be labeled and separated from potable water distribution facilities for the prevention of cross connection between reclaimed water lines and potable water lines. Supplementing reclaimed water with any potable water shall not be allowed except through an air-gap separation.**
- B. Reclaimed water piping shall be separated from potable water piping when trenched by a distance of at least nine feet.**
- C. All exposed piping, hose bibs and faucets shall be purple and designed to prevent connection to a standard water hose. All buried piping installed after the effective date of these rules shall be one of the following: manufactured in purple, purple fusion-bonded epoxy coated, or bagged in purple. All exposed piping should be stenciled in white with a warning reading "Non-Potable Water."**
- D. One of the following requirements must be met by the user for any area where reclaimed water is stored or where there are hose bibs or faucets: Signs having a minimum size of eight inches shall be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" and "Agua Reclamada, No Bebe el Agua" or similar warning; or the area shall be secured to prevent access by the public. In addition, signs will also be posted around any lake or pond that receives Reclaimed Water reading in English and Spanish, "No Wading or Swimming."**
- E. All sprinkler heads and sprinkler control box covers shall be purple.**

## **VI. Access to Reclaimed Water Facilities**

- A. Reclaimed water facilities shall be secured to prevent unauthorized access. Such facilities shall be fenced or locked to restrict access to authorized users, and shall be clearly labeled.**
- B. Access to areas under irrigation with Type II reclaimed water shall be restricted to ensure that the public shall not come in contact with reclaimed water.**

## VII. Prevention of Human Exposure

- A. Reclaimed water shall be used in such a manner that will minimize the risk of inadvertent human exposure. Irrigation operations shall be at night or when the public is not present (potential for human contact is low).
- B. There shall be no off-site discharge, either airborne or runoff, or reclaimed water from the User's property except to a waste water treatment or wastewater treatment collection system unless the User obtains a permit from the State.
- C. Irrigation rates and times shall be managed to minimize "wet grass" conditions in unrestricted landscaped areas during the periods the area could be in use. Irrigation practices shall be designed to prevent incidental ponding or standing water.
- D. Irrigation systems shall be designed so that the irrigation spray does not reach any privately owned premises outside the designated irrigation area or reach public drinking fountains.
- E. There shall be no application of reclaimed water when the ground is saturated or frozen.

## VIII. Reclaimed Water Quality

Reclaimed water shall be monitored in accordance with the sampling frequencies and water quality standards specified in TAC, Chapter 210, for Type I and/or Type II uses as applicable.

**Water Quality Standards:** The following are numerical parameter limits pertaining to Type I and Type II reclaimed water use. At a minimum, the reclaimed water shall, on a 30-day average have a quality of:

| Type I | Parameter      | Maximum 30-day Average |
|--------|----------------|------------------------|
|        | BOD5 or CBOD5  | 5 mg/l                 |
|        | Turbidity      | 3 NTU                  |
|        | Fecal Coliform | 20 CFU/100 ml*         |
|        | Fecal Coliform | 75 CFU/100 ml**        |

| Type II | Parameter          | Maximum 30-day Average |
|---------|--------------------|------------------------|
|         | BOD5               | 20 mg/l                |
|         | Or CBOD5           | 15 mg/l                |
|         | Fecal Coliform     | 200 CFU/100 ml*        |
|         | Fecal Coliform     | 800 CFU/100 ml**       |
| *       | geometric mean     |                        |
| **      | single grab sample |                        |

Wastewater treatment plant effluent which does not meet the minimum water quality standards for reclaimed water use will not be available for distribution by the City.

#### **IX. Monitoring, Sampling and Analysis:**

- A. The City shall sample and analyze the reclaimed water prior to distribution to the user to ensure that the water quality is in accordance with the intended Type I or Type II use. Analytical methods shall be in accordance with those specified in 30 TAC, chapter 319 (General Regulations Incorporated into Permits). The minimum sampling and analysis frequency for Type I reclaimed water is twice per week and for Type II reclaimed water is once per week. The samples shall be taken after the final treatment unit of the respective wastewater treatment plant. Records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least five years.
- B. If the User operates a reclaimed water storage facility, the facility shall incorporate an automatic leak detection system or shall adopt and implement a monitoring plan approved by TCEQ and the City.

#### **X. Operation & Routine Maintenance:**

- A. A preventative maintenance program designed and implemented by the User shall ensure the continued operation of all system elements within the requirements of the Agreement and shall be evidenced by the Water Supervisor and open to inspection by the City.
- B. User shall perform regular maintenance, in accordance with 30 TAC Chapter 210.25.b, of all signs at all storage areas, hose bibs, faucets, and other points of access to reclaimed water.



- C. User shall operate and maintain the pumps and control system so that any receiving lake or pond is not overfilled so as to discharge into the downstream watercourse, except for discharges directly resulting from rainfall events. All other discharges are unauthorized and, if such a discharge occurs that results in a discharge into or adjacent to waters of the state, it must be reported within twenty-four (24) hours to the City and five (5) days to TCEQ.
- D. All materials and equipment used for construction, maintenance and repair of reclaimed water facilities shall be in accordance with provisions of 30 TAC Chapter 210 and 217 and with approved plans and specifications.
- E. Operate and maintain all pumping facilities, piping and controls using routine maintenance schedules and preventative maintenance on all mechanical equipment as specified by the manufacturer. Broken equipment shall be repaired promptly by User.

## **XI. Training and Safety**

- A. It shall be the responsibility of the User's Water Supervisor to ensure that all Operations Personnel are trained in and familiarized with the use of recycled water, and are familiar with all pertinent information contained in the Agreement and those applicable portions of Chapter 210. This information shall be supplied by the City upon request.
- B. Training in the safe and proper operation and maintenance of reclaimed water facilities and the proper use of reclaimed water shall be performed and documented at least annually by the User.

## **XII. Contingency Plan**

- A. In the event of an upset of the wastewater treatment process which renders the effluent quality unfit for its intended Type I or Type II use, or of reclaimed water distribution facilities failure, distribution pumps and/or valves shall be locked and tagged out by the City, and distribution of reclaimed water shall be curtailed immediately and until such system failures are corrected. Reclaimed water transferred

from a provider to a user shall be done on a demand only basis. This means that the reclaimed water user may refuse delivery of such water at any time.

**EXHIBIT E**

**TCEQ AGREED ORDER AMENDING THE OPERATIONAL PROCEDURES  
AND CONTINUING AN ADVISORY COUNCIL PERTAINING TO SPECIAL  
CONDITION 5.B, CERTIFICATE OF ADJUDICATION NO. 21-3214;  
DOCKET NO. 2001-0230-WR (11 PAGES)**

*Agreed Order attached here*

# TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



**AN AGREED ORDER** Amending the operational procedures and continuing an Advisory Council pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214; Docket No. 2001-0230-WR

On April 4, 2001, came to be considered before the Texas Natural Resource Conservation Commission ("Commission") the Motion by the City of Corpus Christi and Nueces River Authority for the adoption of an amendment to the Agreed Order issued April 28, 1995, establishing operating procedures pertaining to Special Condition 5.B., Certificate of Adjudication No. 21-3214, held by the City of Corpus Christi, the Nueces River Authority, and the City of Three Rivers" (the two cities and river authority shall be referred to herein as "Certificate Holders"). The Certificate Holders and the Executive Director of the Texas Natural Resource Conservation Commission have agreed to the provisions of this Agreed Order.

The City of Corpus Christi (managing entity) requests that Section 2 of this Agreed Order be amended to add further detail to the provisions regarding the use of water for bays and estuaries and to make changes in the required passage of inflows for the bays and estuaries automatic at 40 percent and 30 percent of total reservoir system capacity upon institution of mandatory outdoor watering restrictions. Additionally, Certificate Holders request the most recent bathymetric surveys be used for determining reservoir system storage capacity. The Certificate Holders request details be added regarding provisions for two projects to enhance/augment the amount of freshwater going into the receiving estuary and timelines for those projects.

After considering the proposals and the presentations of the parties, the Commission finds that it has authority to establish operational procedures under Special Condition 5.B. of Certificate of Adjudication No. 21-3214, and that operational procedures previously established should be amended. The Commission finds that, because of the need to continue to monitor the ecological environment and health of related living marine resources of the estuaries to assess the effectiveness of freshwater inflows provided by requirements contained in this Agreed Order relating to releases and spills from Choke Canyon Reservoir and Lake Corpus Christi (collectively referred to as the Reservoir System), as well as return flows, and to evaluate potential impacts which may occur to the reservoirs as well as to the availability of water to meet the needs of the Certificate Holders and their customers which may result from those operational procedures, the existing advisory council should be maintained to consider such additional information and related issues and to formulate recommendations for the Commission's review.

The Commission additionally finds that based on the preliminary application of the Texas Water Development Board's Mathematical Programming Optimization Model, (GRG-2), 138,000 acre-feet of fresh water is necessary to achieve maximum harvest in the Nueces Estuary; and, therefore, when water is impounded in the Lake Corpus Christi-Choke Canyon Reservoir System to the extent greater than 70 percent of the system's storage capacity, the delivery of 138,000

acre-feet of water to Nueces Bay and/or the Nueces Delta, by a combination of releases and spills, together with diversions and return flows noted below, should be accomplished; and that during periods when the reservoir system contains less than 70 percent storage capacity, reductions in releases and spills, along with diversions and return flows, are appropriate in that a satisfactory level of marine harvest will be sustained and the ecological health of the receiving estuaries will be maintained.

The Commission finds that return flows, other than to Nueces Bay and/or the Nueces Delta, that are delivered to Corpus Christi Bay and other receiving estuaries are currently in the assumed amount of 54,000 acre-feet per annum (per calendar year), and that they shall be credited at this amount until such time as it is shown that actual return flows to Corpus Christi Bay and other receiving estuaries exceed 54,000 acre-feet per annum.

The Commission finds that by contractual relationships, the City of Corpus Christi is the managing entity for operating the Reservoir System.

The Commission finds that the Motion by the City of Corpus Christi and Nueces River Authority to Amend this Agreed Order is reasonable and should be granted. Benefits of the proposed diversion project and operating changes will include increased water supply, increased reservoir storage levels, increased positive flow events for Rincon Bayou and the upper Nueces Delta, increased sources of nitrogen for the upper delta, and lower salinity levels in the upper delta.

When the Commission uses the word "release" in this Order, release means spills, inflow passage, intentional releases, and return flows; provided, however, under this Order no release from storage is required to meet conditions of this Order.

By consenting to the issuance of this Agreed Order, no party admits or denies any claim, nor waives with respect to any subsequent proceeding any interpretation or argument which may be contrary to the provisions of this Agreed Order.

**NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION THAT:**

1. a. The City of Corpus Christi, as operator of the Choke Canyon/Lake Corpus Christi reservoirs (the "Reservoir System"), shall provide not less than 151,000 acre-feet of water per annum (per calendar year) for the estuaries by a combination of releases and spills from the Reservoir System at Lake Corpus Christi Dam and return flows to Nueces and Corpus Christi Bays and other receiving estuaries (including such credits as may be appropriate for diversion of river flows and/or return flows to the Nueces Delta and/or Nueces Bay), as computed and to the extent provided for herein.
- b. When water impounded in the Reservoir System is greater than or equal to 70 percent of storage capacity, a target amount of 138,000 acre-feet is to be delivered to Nueces Bay and/or the Nueces Delta by a combination of releases and spills from

the Reservoir System as well as diversions and return flows. In accordance with the monthly schedule and except as provided otherwise in this Agreed Order, target inflows to Nueces Bay and/or the Nueces Delta shall be in the acre-foot amounts as follow:

|          |        |           |        |
|----------|--------|-----------|--------|
| January  | 2,500  | July      | 6,500  |
| February | 2,500  | August    | 6,500  |
| March    | 3,500  | September | 28,500 |
| April    | 3,500  | October   | 20,000 |
| May      | 25,500 | November  | 9,000  |
| June     | 25,500 | December  | 4,500  |

It is expressly provided, however, that releases from Reservoir System storage shall not be required to satisfy the above targeted inflow amounts, as calculated in Subparagraph d.

- c. When water impounded in the Reservoir System is less than 70 percent but greater than or equal to 40 percent of storage capacity, a targeted amount of 97,000 acre-feet is to be delivered to Nueces Bay and/or the Nueces Delta by a combination of releases and spills from the Reservoir System as well as diversions and return flows. In accordance with the monthly schedule and except as provided otherwise in this Agreed Order, target inflows to Nueces Bay and/or the Nueces Delta shall be in the acre-foot amounts as follows:

|          |        |           |        |
|----------|--------|-----------|--------|
| January  | 2,500  | July      | 4,500  |
| February | 2,500  | August    | 5,000  |
| March    | 3,500  | September | 11,500 |
| April    | 3,500  | October   | 9,000  |
| May      | 23,500 | November  | 4,000  |
| June     | 23,000 | December  | 4,500  |

It is expressly provided, however, that releases from Reservoir System storage shall not be required to satisfy the above targeted inflow amounts as calculated in Subparagraph d.

- d. The amounts of water required in subparagraphs 1.b. and 1.c. will consist of return flows, and intentional diversions, as well as spills and releases from the Reservoir System as defined in this subparagraph. For purposes of compliance with monthly targeted amounts prescribed above, the spills and releases described in this paragraph shall be measured at the U.S. Geological Survey stream monitoring station on the Nueces River at Calallen, Texas (USGS Station No. 08211500). Any inflows, including measured wastewater effluent and rainfall runoff meeting lawful discharge standards which are intentionally diverted to the upper Nueces Delta region, shall be credited toward the total inflow amount delivered to Nueces Bay and/or the Nueces

**Delta. Inflow passage from the Reservoir System for the purpose of compliance with the monthly targeted amounts prescribed in subparagraphs 1.b. and 1.c. shall in no case exceed the estimated inflow to Lake Corpus Christi as if there were no impoundment of inflows at Choke Canyon Reservoir. The estimated inflow to Lake Corpus Christi as if there were no impoundment of inflows at Choke Canyon Reservoir shall be computed as the sum of the flows measured at the U.S. Geological Survey (USGS) STREAMFLOW GAGING STATIONS ON THE Nueces River near Three Rivers (USGS No. 08210000), Frio River at Tilden, Texas (USGS No. 08206600), and San Miguel Creek near Tilden, Texas (USGS No. 08206700) less computed releases and spills from Choke Canyon Reservoir.**

**e. The passage of inflow necessary to meet the monthly targeted allocations may be distributed over the calendar month in a manner to be determined by the City. Relief from the above requirements shall be available under subparagraphs (1) or (2) below and Section 2.(b) and 3.(c) at the option of the City of Corpus Christi. However, passage of inflow may only be reduced under one of those subparagraphs below, for any given month.**

**(1) Inflows to Nueces Bay and/or the Nueces Delta in excess of the required monthly targeted amount may be credited for up to fifty (50) percent of the targeted requirement for the following month, based on the amount received.**

**(2) When the mean salinity in Upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52") for a 10-day period, ending at any time during the calendar month for which the reduction of the passage of inflow is sought, is below the SUB\*, pass through of inflow from the reservoir system for that same calendar month may be reduced as follows:**

**(a) For any month other than May, June, September and October, if 5 parts per thousand (ppt) below the SUB for the month, a reduction of 25% of the current month's targeted Nueces Bay inflow;**

**(b) If 10 ppt below the SUB for the month, a reduction of 50 % of the current month's targeted Nueces Bay inflow except that credit under this provision is limited to 25 % during the months of May, June, September and October;**

**\* "SUB" means "salinity upper bounds" as set forth more specifically in Section 3.b.**

**(c) If 15 ppt below the SUB for that month, a reduction of 75% of the current month's targeted Nueces Bay inflow.**

- f. The City of Corpus Christi shall submit monthly reports to the Commission containing daily inflow amounts provided to the Nueces Estuary in accordance with this Agreed Order through releases, spills, return flows and other freshwater inflows.
2. a. Certificate holders are to provide in any future contracts or any amendments, modifications or changes to existing contracts the condition that all wholesale customers and any subsequent wholesale customers shall develop and have in effect a water conservation and drought management plan consistent with Commission rule. The City of Corpus Christi shall solicit from its customers and report to the Commission annually the result of conservation under the City's plan, the customers' plans, and the feasibility of implementing conservation plans and programs for all users of water from the reservoir system. This report shall be submitted with the Certificate Holder's annual water use report as provided by 31 T.A.C. §295.202.
- b. The Certificate Holders may reduce targeted Nueces Bay inflows during times of prolonged drought in accordance with this subparagraph 2.
- (1) When the combined storage in the Choke Canyon/Lake Corpus Christi reservoir system (Reservoir System Storage) falls below 50% of the total system storage capacity, the City of Corpus Christi shall issue public notice advising and informing the water users of the region of voluntary conservation measures that are requested immediately and required drought management measures to be taken should the Reservoir System Storage fall to under 40% and/or 30% of total system storage capacity. To the extent of its legal authority, the City of Corpus Christi shall require its wholesale customers to issue public notice advising and informing the water users of the region of voluntary conservation measures that are requested immediately and required drought management measures to be taken should the Reservoir System Storage fall to under 40% and/or 30% of total system storage capacity.
- (2) In any month when Reservoir System Storage is less than 40%, but equal to or greater than 30% of total system storage capacity, the City of Corpus Christi shall implement time of day outdoor watering restrictions and shall reduce targeted inflows to Nueces Bay to 1,200 acre-feet per month (1,200 acre-feet per month represents the quantity of water that is the median inflow into Lake Corpus Christi during the drought of record). Time of day outdoor watering restrictions prohibit lawn watering between the hours of 10:00 o'clock a.m. and 6:00 o'clock p.m. and are subject to additional conditions as described in the City of Corpus Christi's approved "Water Conservation and Drought Contingency Plan ("Plan")." To the extent of its legal authority, the City of Corpus Christi shall require its wholesale customers to implement time of day outdoor watering restrictions similar to those of the City.



- (3) In any month when Reservoir System Storage is less than 30% of total system storage capacity, the City of Corpus Christi shall implement a lawn watering schedule in addition to time of day outdoor watering restrictions (see subparagraph 2.b.(2)) and shall suspend the passage of inflow from the Reservoir System for targeted inflows to Nueces Bay. However, return flows directed into Nueces Bay and/or the Nueces Delta shall continue. The lawn watering schedule shall allow customers to water lawns no oftener than every five days, subject to the time of day restrictions described in subparagraph 2.b.(2) and any additional conditions as described in the City's Plan.
- (4) Certificate Holders' may implement whole or partial suspension of the passage of inflow through the reservoir as described above when the City implements, and requires its customers to implement, water conservation and drought management measures at diminished Reservoir System levels, as set forth in subparagraphs b.(2) and b.(3).
- c. For purposes of this Agreed Order, Reservoir System storage capacity shall be determined by the most recently completed bathymetric survey of each reservoir. As of 2001, completed bathymetric surveys of each reservoir reports conservation storage capacities of 695,271 acre-feet (below 220.5 feet mean sea level) for Choke Canyon Reservoir (Volumetric Survey of Choke Canyon Reservoir, TWDB September 23, 1993) and 241,241 acre-feet (below 94 feet mean sea level) for Lake Corpus Christi (Regional Water Supply Planning Study-Phase I Nueces River Basin, HDR, December, 1990).
- d. Percentage of the Reservoir System capacity shall be determined on a daily basis and shall govern, in part, the inflow to be passed through the reservoir during the remaining days of the month.
- e. Within the first ten days of each month, the City of Corpus Christi shall submit to the Commission a monthly report containing the daily capacity of the Reservoir System in percentages and mean sea levels as recorded for the previous month as well as reservoir surface areas and estimated inflows to Lake Corpus Christi assuming no impoundment of inflows at Choke Canyon Reservoir. The report shall indicate which gages or measuring devices were used to determine Reservoir System capacity and estimate inflows to Lake Corpus Christi.
- f. Concurrent with implementing subparagraphs 2.b.(1) through 2.b.(3), the City shall proceed to:
1. Acquire land rights to properties necessary to re-open the Nueces River Overflow Channel and make the Nueces River Overflow Channel and Rincon Bayou Overflow Channel permanent features of the Rincon Bayou Diversion;

2. Construct and operate a conveyance facility to deliver up to 3,000 acre-feet per month of required Reservoir System "pass-throughs" directly from the Calallen Pool into the Upper Rincon Bayou by use of one or two of the five authorized points of diversion under Certificate of Adjudication No. 2464, being the existing San Patricio Municipal Water District point of diversion and/or a point on the North bank of the Calallen Pool located at Latitude 27.8823°N, Longitude 97.6254°W, also bearing S 27° 24' W, 4,739 feet from the southwest corner of the J.H.W. Ottman Survey, Abstract No. 212, San Patricio County, Texas, where the water will be pumped at the maximum rate of 45,000 gpm; and
3. Implement an on-going monitoring and assessment program designed to facilitate an "adaptive management" program for freshwater inflows into the Nueces Estuary.
4. Construction necessary to implement subparagraph 2.f.1. shall be accomplished by December 31, 2001 and work necessary to accomplish subparagraph 2.f.2. shall be accomplished by December 31, 2002.
5. In the event the City fails to timely complete the work set forth in subparagraphs 2.f.1. and 2.f.2., this amendment shall automatically terminate and the provisions of the Agreed Order of April 28, 1995 shall be reinstated and become operative despite this amendment, unless the Executive Director grants a modification after considering the recommendations of the Nueces Estuary Advisory Council.

- g. The Executive Director is delegated authority to make modifications to subparagraph 2.f., after considering the recommendations of the Nueces Estuary Advisory Council. However, changes may be made through this process only with the City's consent if the changes result in increased costs to the City.

If the Executive Director makes modifications to subparagraph 2.f. as authorized in this paragraph, any affected person may file with the chief clerk a motion for reconsideration of the Executive Director's action no later than 23 days after the date the Executive Director mails notice of the modification to the City. This motion shall be considered under the provisions of 30 Texas Administrative Code § 50.39(d) and (e).

- h. The City shall obtain all necessary permits from the Commission before beginning these projects. The deadlines set out above include time necessary to apply for, process and, if necessary, complete hearings on these permits.
3. a. The City of Corpus Christi, with the assistance and/or participation of federal, state and local entities, shall maintain a monitoring program to assess the effect of this

operating plan on Nueces Bay. The cornerstone of this program is the development of a salinity monitoring program. The program shall include at least two monitoring stations, one in upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52") and one in mid Nueces Bay (Lat. 27°51'25", Long. 97°25'28") with the capability of providing continuous salinity and/or conductivity data, temperature, pH, and dissolved oxygen levels. Additional stations may be established at the recommendation of the Advisory Council (continued by paragraph 4 of this Agreed Order) to assess inflow effects throughout the estuarine system, but the City shall not be obligated to establish such additional stations except to the extent authorized by its City Council.

- b. The City of Corpus Christi or its designated representatives shall monitor salinity levels in Upper and Mid-Nueces Bay. The lower (SLB) and upper (SUB) salinity bounds (in parts per thousand-ppt) developed for application of the Texas Estuarine Mathematical Programming Model and considered appropriate for use herein, are as follows:

|          | SLB | SUB |           | SLB | SUB |
|----------|-----|-----|-----------|-----|-----|
| January  | 5   | 30  | July      | 2   | 25  |
| February | 5   | 30  | August    | 2   | 25  |
| March    | 5   | 30  | September | 5   | 20  |
| April    | 5   | 30  | October   | 5   | 30  |
| May      | 1   | 20  | November  | 5   | 30  |
| June     | 1   | 20  | December  | 5   | 30  |

- c. When the average salinity for the third week (the third week includes the seven days from the 15th through 21st) of any month is at or below the subsequent month's established SLB for upper Nueces Bay (Lat. 27°51'02", Long. 97°28'52"), no releases from the Reservoir System to satisfy targeted Nueces Bay inflow mounts shall be required for that subsequent month.
- d. All data collected as a result of the monitoring program required by paragraph 3 of this Agreed Order shall be submitted monthly to the Commission within the first ten days of the immediately following month. The Nueces Estuary Advisory Council shall study the feasibility of developing a method of granting credits for inflows which exceed the required amounts to replace the credits that are set out in subparagraph 1.e.(1) and make recommendations to the Commission for possible implementation. That method shall have as its goal the maintenance of the proper ecological environment and health of related living marine resources and the provision of maximum reasonable credits towards monthly inflow requirements.
4. a. To assist the Commission in monitoring implementation of this Order and making recommendations to the Commission relating to any changes to this Agreed Order and the establishment of future operating procedures, the Nueces Estuary Advisory

Council shall be continued. Its members shall include, but are not limited to a qualified representative chosen by each of the following entities or groups: the Executive Director of the Texas Natural Resource Conservation Commission, whose representative shall serve as chair; the Texas Water Development Board; the Texas Parks and Wildlife Department; the Texas Department of Health; the General Land Office; the holders of Certificate of Adjudication No. 21-3214 (the Cities of Corpus Christi and Three Rivers and the Nueces River Authority; the University of Texas Marine Science Institute; Texas A&M University - Corpus Christi; Save Lake Corpus Christi; Corpus Christi Chamber of Commerce; the City of Mathis; Coastal Bend Bays and Estuaries Program, Inc.; a commercial bay fishing group; a conservation group (e.g. the Sierra Club and the Coastal Bend Bays Foundation); wholesale water suppliers who are customers of the Certificate Holders (e.g., the South Texas Water Authority and the San Patricio Municipal Water District); the Port of Corpus Christi Authority; and a representative of industry. The representatives should have experience and knowledge relating to current or future water use and management or environmental and economic needs of the Coastal Bend area.

- b. No modification shall be made to this Order without the unanimous consent of the Certificate Holders, except to the extent provided by law.
- c. Matters to be studied by the Nueces Estuary Advisory Council and upon which the Executive Director shall certify recommendations to the Commission shall include, but are not limited to:
  - (1) the effectiveness of the inflow requirements contained in this Agreed Order on Nueces Estuary and any recommended changes;
  - (2) the effect of the releases from the Reservoir System upon the aquatic and wildlife habitat and other beneficial and recreational uses of Choke Canyon Reservoir and Lake Corpus Christi;
  - (3) the development and implementation of a short and long-term regional water management plan for the Coastal Bend Area;
  - (4) the salinity level to be applied in Paragraphs 1.e. and 3.c., at which targeted inflows in the subsequent month may be suspended;
  - (5) the feasibility of discharges at locations where the increased biological productivity justifies an inflow credit computed by multiplying the amount of discharge by a number greater than one; and development of a methodology for granting credits for inflows which exceed the required amount to replace the credits that are set out in subparagraph 1.e. That methodology shall have as its goal the maintenance of the proper ecological

environment and health of related living marine resources and the provision of maximum reasonable credits towards monthly inflow requirements; and,

- (6) any other matter pertinent to the conditions contained in this Agreed Order.

5. This Agreed Order shall remain in effect until amended or superseded by the Commission.

Issued date: **APR 05 2001**

**TEXAS NATURAL RESOURCE  
CONSERVATION COMMISSION**

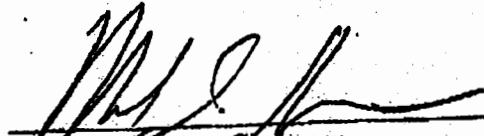
  
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Robert J. Huston, Chairman

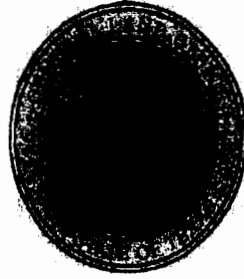
EXHIBIT F

MEMORANDUM OF AGREEMENT  
AMONG  
THE VETERAN'S LAND BOARD OF THE STATE OF TEXAS  
AND  
NUECES COUNTY  
AND  
THE CITY OF CORPUS CHRISTI  
(20 PAGES)

*Memorandum of Agreement (MOA)  
attached here*

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**MEMORANDUM OF AGREEMENT  
AMONG  
THE VETERANS' LAND BOARD OF THE STATE OF TEXAS  
AND NUECES COUNTY AND THE CITY OF CORPUS CHRISTI**

**VLB CONTRACT NO. 09-052-000-3409**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made and entered into by and among the Veteran's Land Board of the State of Texas (the "VLB"), Nueces County, Texas (the "County"), and the City of Corpus Christi (the "City"), Nueces County, Texas.

**WHEREAS**, the 77<sup>th</sup> Texas State Legislature (the "77<sup>th</sup> Legislature") enacted legislation to authorize the VLB to operate and maintain up to seven (7) veterans' cemeteries ("State Veterans' Cemeteries") throughout the State of Texas; and

**WHEREAS**, the citizens of the State of Texas passed a constitutional amendment on November 6, 2001, to authorize funding for the planning, design, operation, maintenance, enlargement, or improvement of State Veterans' Cemeteries; and

**WHEREAS**, the 77<sup>th</sup> Legislature established the Texas State Veterans' Cemeteries Committee (the "Committee") that is required to establish the guidelines for the location and size of the State Veterans' Cemeteries, including site selection and eligibility requirements for burial in such cemeteries; and

**WHEREAS**, the VLB will apply to the United States Department of Veterans Affairs (the "USDVA") for grants under the State Cemetery grants program to provide federal funds for the cost of building the infrastructure of State Veterans' Cemeteries at locations selected by the Committee; and

**WHEREAS**, state law prohibits expenditure of public funds for site acquisition for a State Veterans' Cemetery; and

**WHEREAS**, the Committee, through a request for proposal for donation of suitable land for one or more Texas State Veterans' Cemeteries issued March 10, 2004 (the "RFP"), which is incorporated herein by reference, sought proposals from interested communities and entities throughout the State for the location and establishment of one or more State Veterans' Cemeteries; and

**WHEREAS**, on October 27, 2005, the Committee met and conditionally approved the site submitted by the County in its response to the RFP for potential submission for the USDVA's consideration for the location and establishment of a State Veterans' Cemetery during the VLB's 2009 Fiscal Year; and

VLB Contract No. 09-052-000

Effluent (Reclaimed Water) Supply for Irrigation Use Agreement

General Land Office, Veterans' Land Board  
EXHIBIT F



WHEREAS, the County will enter into a Purchase (Donation) Agreement with Flint Hills Resources, L.P. (FHR) to acquire the site submitted by the County in its response to the RFP for purposes of transferring it to the State for construction and maintenance of a veteran's cemetery;

NOW THEREFORE, in consideration of the benefits to the State of Texas and to the veterans therein, the VLB, the County, and the City enter into this Memorandum and agree to the following terms and conditions for the conveyance of the site submitted by the County in its response to the RFP for a State Veterans' Cemetery, and the acceptance of that donation by the VLB:

1. Upon its acquisition by the County, the County agrees to convey to the State of Texas, by and through the VLB, all right, title, and interest in and to the Surface Estate of a tract of land containing approximately 54.837 acres of land situated in the County of Nueces, Texas (the "Proposed Cemetery Site" or "Site"), being a plat showing the survey of 54.837 acre tract comprised of the following tracts of land being more or less out of a 2.158 acre tract recorded in Document No. 2004035681, Official Public Records of Nueces County, Texas, and out of a 34.19 acre tract recorded in Volume 2130, Page 84, Deed Records of Nueces County, Texas, and out of a 54.91 acre tract recorded in Volume 1713, Page 102, Deed Records of Nueces County, Texas, and also out of a 40 acre tract recorded in Volume 1810, page 224, Deed Records of Nueces County, Texas, and this tract being out of Desiderio Martinez Survey 420, A-857, and Pedro Hinojosa Survey, A-850, Nueces County, Texas, and better depicted on Exhibit A, the metes and bounds description and survey, attached hereto and incorporated herein for all purposes. Full legal title to the Proposed Cemetery Site described above shall be conveyed to the state of Texas, by and through the VLB, by the County, upon acquisition of the property from FHR, by way of a special warranty deed in a form agreed to by the parties and incorporated herein for all purposes as Exhibit B. Such conveyance shall occur within thirty (30) days of receipt of a written request from the VLB. The Parties acknowledge that approximately 4.289 acres of the property to be conveyed will be designated in the proposed special warranty deed as a "no gravesite area."
2. The County shall provide, through San Jacinto Title Services of Corpus Christi, L.L.C. (the "Title Company"), an owner's policy of title insurance covering the Proposed Cemetery site, in an amount equal to the value of the Cemetery Site as determined by an appraisal of the property for use as a cemetery. The County shall pay the cost of the title policy and deliver the policy to the VLB on the date of conveyance of the Proposed Cemetery Site. In addition, the County has provided to the VLB a title commitment for the Proposed Cemetery Site, together with copies of any and all instruments referred to in Schedules B and C of the Title Commitment. Schedule B of that Commitment, to which reference is hereby made, excludes from coverage several items consisting primarily of mineral leases and easements.
3. The County represents and warrants that the Proposed Cemetery Site is within the extraterritorial jurisdiction of the City and shall provide to the VLB, within thirty (30) days of the effective date of this memorandum, the Global Positioning System-derived coordinates in state plane for the northwesterly surveyed property corner of the Proposed Cemetery Site.
4. The VLB acknowledges that the County will acquire and transfer the Surface Estate only to the Proposed Cemetery Site.
5. The City will provide a pumping system and pipeline to the Proposed Cemetery Site

to provide Type II reclaimed water for irrigation purposes, at no cost to the VLB. The City will not charge for the reclaimed water, but the quantity will be limited to an average of 50,000 gallons per day at a minimum of 70 gallons per minute, delivered to the boundary of the Proposed Cemetery Site. The Parties acknowledge that this volume of water is subject to seasonal use fluctuations. For example, during winter (usually a time of low demand) the volume of use will usually be reduced to substantially less than 50,000 gallons per day. In Summer (usually a time of peak demand) however, the volume will increase to around 100,000 gallons per day. The VLB shall notify the City when starting construction of the State Veterans' Cemetery, and the City will deliver the pipeline to the boundary of the site within twelve (12) months of such notice.

6. The City will allow connection to an existing 16-inch water line adjacent to the Proposed Cemetery Site in Carbon Plant Road for domestic and fire water purposes. The City hereby confirms that there is adequate fire flow at the water line. The City agrees to install fire hydrants in the right-of-way areas adjacent to the property, if such hydrants are required by the City's Fire Marshal. Fees for setting a meter and for water consumption will be standard City rates. If a fire line is required on-site, the line will be built by the VLB.
7. The County will allow an on-site treatment system built by the VLB, provided the system meets all provisions of Texas Health and Safety Code, Chapter 366, On-Site Sewage Disposal Systems.
8. The County provided to the VLB letters from American Electric Power (AEP) and AT&T regarding the availability of electrical and communication services.
9. The City represents that non-public infrastructure (e.g., VLB-owned buildings, streets, drainage, and utilities that are built on-site) plan reviews and building permits will not be required. The City will not conduct any inspections of the non-public infrastructure improvements.
10. The Proposed Cemetery Site is within the extraterritorial jurisdiction limits of the City. The City will use its best efforts to annex the Site into the City of Corpus Christi, pursuant to Section 43.028 of the Texas Local Government Code. Such annexation procedure will commence upon transfer of the Proposed Cemetery Site to the VLB. Neither platting nor zoning will be required.
11. The City agrees to provide the VLB notice and an opportunity to provide written comments regarding any proposed development, zoning, and/or platting for the adjacent City tract.
12. The County agrees to provide and install six foot (6') high chain link fences on the north and north-east sides of the Site at no cost to the VLB. Fence will be installed prior to commencement of construction. The VLB shall notify the County when starting construction of the proposed cemetery, and the County will provide the fence within five (5) months of receiving such notice.
13. The County agrees to fulfill and/or abide by all other representation, commitments, and offers set forth in the County's Response to the RFP, which are incorporated herein in their entirety by reference for all purposes. In addition, all Exhibits to this Memorandum are incorporated herein for all purposes.

14. The VLB will use its best efforts to begin construction of the Proposed State Veteran's Cemetery within five (5) years of the date of conveyance of the Site by the County, and continue with due diligence until the completion of such facilities and improvements, on or before two (2) years after commencement. Failure to commence and continue bona fide construction activities as described above on the Proposed Cemetery Site will subject the property to automatically revert back to the County without the necessity of re-entry, and the conveyance will be of no further force and effect.
15. The County agrees to pay all closing costs and expenses.
16. The Parties acknowledge that if the property conveyed herein or any part thereof is not acceptable by, or ceases in any particular or reason whatsoever to be acceptable to, the VLB in its sole discretion for the purposes indicated herein, the title to the property conveyed hereby shall upon notice of such unacceptable condition in duly recordable form to the County, automatically revert to the County.
17. The parties acknowledge further that the County hereby agrees to assign and transfer to the VLB any covenant of FHR, a Delaware Limited Partnership, to indemnify and hold harmless the County, its successors or assigns, from any and all liabilities, claims, demands and expenses of any kind or nature not the obligation of the County arising or accruing prior to the date of closing, and which are in any way related to the ownership, maintenance, or operation of the subject property by FHR or its affiliates, and all reasonable expenses related thereto including, without limitation, litigation costs and attorneys' fees, but not including any matter to the extent caused by the negligence or legal fault of the County or its employees or agents, or any matter relating to the pre-closing inspections for the Property by the County or its agents hereunder.
18. The County further agrees to assign any/all environmental remediation obligations provided by FHR. The proposed environmental remediation obligations of FHR are as follows:

(i.) As used herein, the term "Pre-Closing Contamination" shall mean soil and/or water environmental contamination (if any) on or about the Property to the extent, and only to the extent, that (i) such contamination existed as of Closing; (ii) such contamination requires remediation under applicable law; and (iii) such contamination was caused by or arose out of the activities of FHR (or FHR's predecessors) on or in the vicinity of the Property, and was not caused or materially aggravated by the County or County's successors or assigns.

(ii.) From and after Closing, FHR shall retain responsibility (as between Flint Hills and the County) for remediating Pre-Closing Contamination in accordance with applicable law.

The State agrees to environmental remediation, as follows, if the Property is re-conveyed or reverts to the County.

(i.) As used herein, the term "State's Contamination" shall mean soil and/or water environmental contamination (if any) on or about the Property to the extent, and only to the extent, that (i) such contamination existed as of the effective date of such reconveyance or reversion of the Property to the County (the

“Reconveyance or Reversion Closing Date”); (ii) such contamination requires remediation under applicable law; and (iii) such contamination was caused by, or arose out of, the activities of the VLB on or in the vicinity of the Property, and was not caused or materially aggravated by FHR or its predecessors, successors, or assigns.

(ii.) From and after the Reconveyance or Reversion Closing Date, the VLB shall retain responsibility (as between the VLB and the County) for remediating the VLB’s Contamination in accordance with applicable law.

19. The County and the VLB agree to enter into an Indemnification Agreement prior to Closing for purposes of setting out indemnification assignment and environmental remediation obligations of the respective parties as described in paragraph 18 above.

This Memorandum shall be effective upon the date executed by the last party. The VLB may terminate this Memorandum immediately upon written notice to the County if: (i) the Proposed Cemetery Site is not approved by the USDVA for the location and establishment of a State Veterans' Cemetery; or (ii) if at any time prior to the commencement of operation of the Proposed Cemetery Site as a Texas State Veteran's Cemetery, it is discovered or determined, in the sole discretion of the VLB, that the site is not suitable for such purpose. This Memorandum may be amended only by written agreement of the parties.


**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE TO VLB CONTRACT NO. 09-052-000  
MEMORANDUM OF AGREEMENT FOR LAND DONATION  
FOR STATE VETERANS' CEMETERY IN CORPUS CHRISTI, TEXAS

VETERANS LAND BOARD

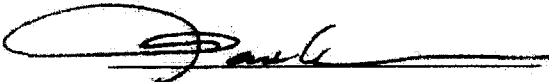
NUECES COUNTY, TEXAS

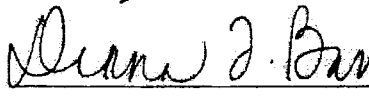
  
LARRY L. LAINE, CHIEF CLERK/  
DEPUTY LAND COMMISSIONER

  
SAMUEL LOYD NEAL, JR.  
NUECES COUNTY JUDGE

Date of execution: 9/10/08

Date of execution: 9/16/08

  
PAUL E. MOORE  
EXECUTIVE SECRETARY


  
Approved By: Diana Barrera  
Nueces County Clerk



Approved:

SA [Signature]  
Div. [Signature]  
AGC [Signature]  
GC [Signature]  
Ch. Clk. [Signature]

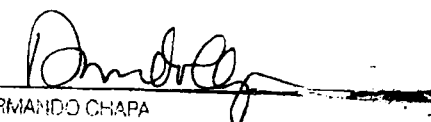
CITY OF CORPUS CHRISTI

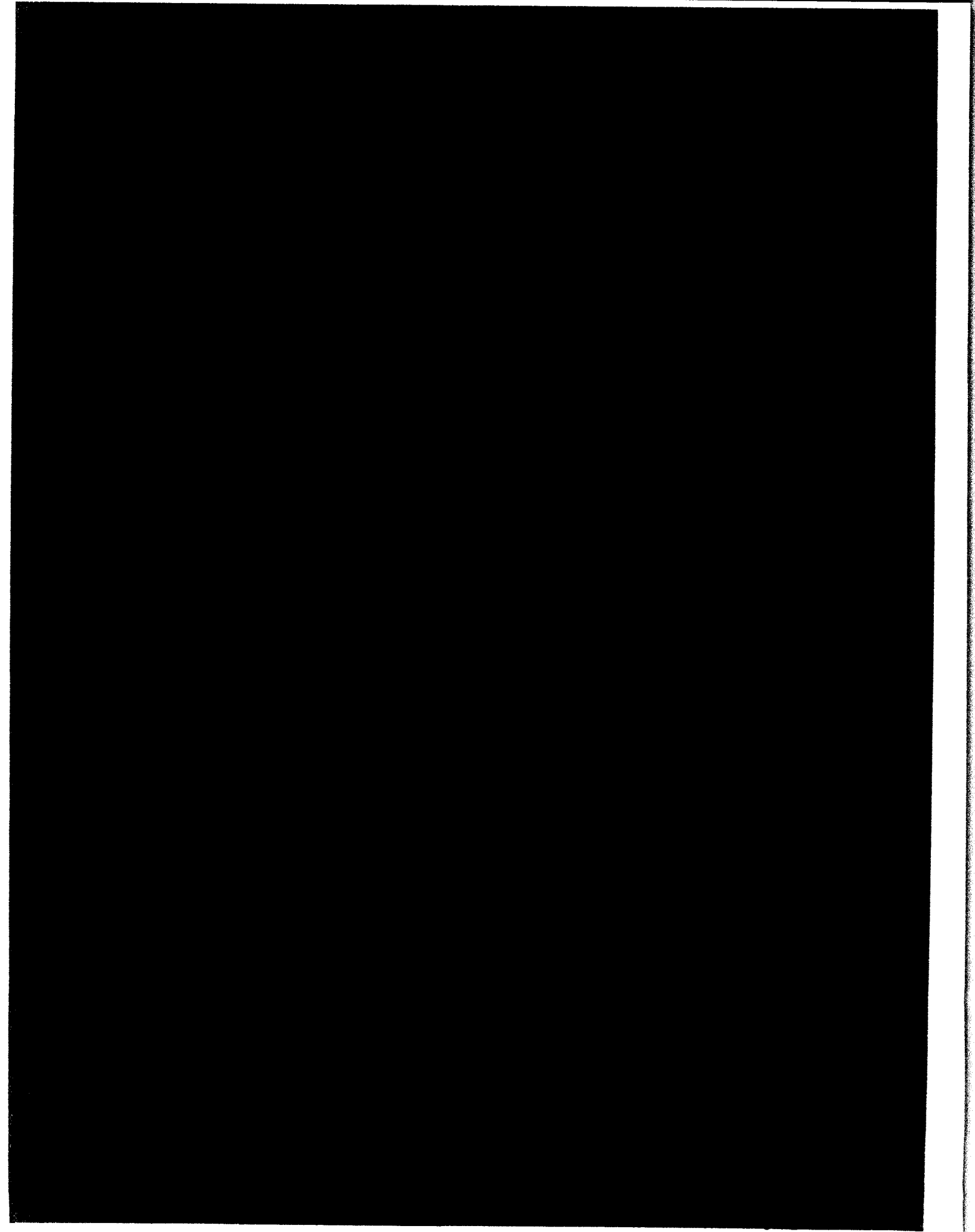
  
GEORGE K. NOE, CITY MANAGER  
Angel R. Escobar Interim [Signature]  
Date of execution: 09/16/08

M2008-250 AUTHORIZED

BY COUNCIL 09/16/08

AC  
SECRETARY [Signature]

ATTEST:   
ARMANDO CHAPA  
CITY SECRETARY



**METES AND BOUNDS DESCRIPTION  
OF A  
54.837 ACRE TRACT**

Being 54.837 acres of land, more or less out of a 2.158 acre tract recorded in Document No. 2004035681, Official Public Records of Nueces County, Texas, and out of a 34.19 acre tract recorded in Volume 2130, Page 84, Deed Records of Nueces County, Texas, and out of a 54.91 acre tract recorded in Volume 1713, Page 102, Deed Records of Nueces County, Texas, and also out of a 40 acre tract recorded in Volume 1810, Page 224, Deed Records of Nueces County, Texas, and this tract being out of Desiderio Martinez Survey 420, A-857, and Pedro Hinojosa Survey, A-850, and this 54.837 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found 5/8-inch iron rod for the southeast corner of this tract and said 34.19 acre tract, said corner also being the southwest corner of a 1.17 acre tract recorded in Volume 1810, Page 224, Deed Records of Nueces County, Texas, and said corner being on the north right-of-way line of Interstate Highway 37;

Thence N 59-22-23 W with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 67.14 feet, to a found broken concrete monument for a corner of this tract;

Thence N 57-04-52 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 1499.83 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 53-29-10 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 400.92 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 47-18-22 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 256.03 feet, to the southwest corner of this tract, the same being the southeast corner of said 2.158 acre tract and said corner being the intersection of the north right-of-way line of I.H. 37 with the proposed east right-of-way line of the Joe Fulton Trade Corridor;

Thence N 15-54-24 W with the west boundary of this tract and said 2.158 acre tract, the same being the proposed east right-of-way line of the Joe Fulton Trade Corridor, at 1.21 feet pass a found TxDot concrete monument with a brass disk, in all 138.00 feet to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 08-52-34 E with the west boundary of this tract and said 2.158 acre tract, the same being the proposed east right-of-way line of the Joe Fulton Trade Corridor, 120.00 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 65-11-10 E with the west boundary of this tract and the proposed east right-of-way line of the Joe Fulton Trade Corridor and entering said 2.158 acre tract, 72.11 feet, to a found TxDot concrete monument with a brass disk for an inside corner of this tract, said corner being on the east boundary of said 2.158 acre tract;

Thence N 05-25-57 E with the west boundary of this tract and the proposed east right-of-way line of the Joe Fulton Trade Corridor, at 151.33 feet leave said 34.19 acre tract and enter said 40 acre tract, at 293.33 feet leave said 40 acre tract and enter said 54.91 acre tract, in all 317.17 feet, to a set 5/8-inch iron rod with cap for the northwest corner of this tract;

Thence S 88-44-26 E with the north boundary of this tract, at 820.80 feet leave said 54.91 acre tract and enter said 40 acre tract, in all 1401.63 feet, to a set 5/8-inch iron rod with cap for the north corner of this tract;

EXHIBIT "A"

45943

Thence S 34-47-58 E with the north boundary of this tract, 1186.18 feet, to a set 5/8-inch iron rod with cap for the northeast corner of this tract;

Thence S 20-59-39 W with the east boundary of this tract, at 67.63 feet pass a found 5/8-inch iron rod being the northwest corner of said 1.17 acre tract the same being the northeast corner of said 34.19 acre tract, in all 914.43 feet to the point of beginning and containing 54.837 acres of land, more or less.

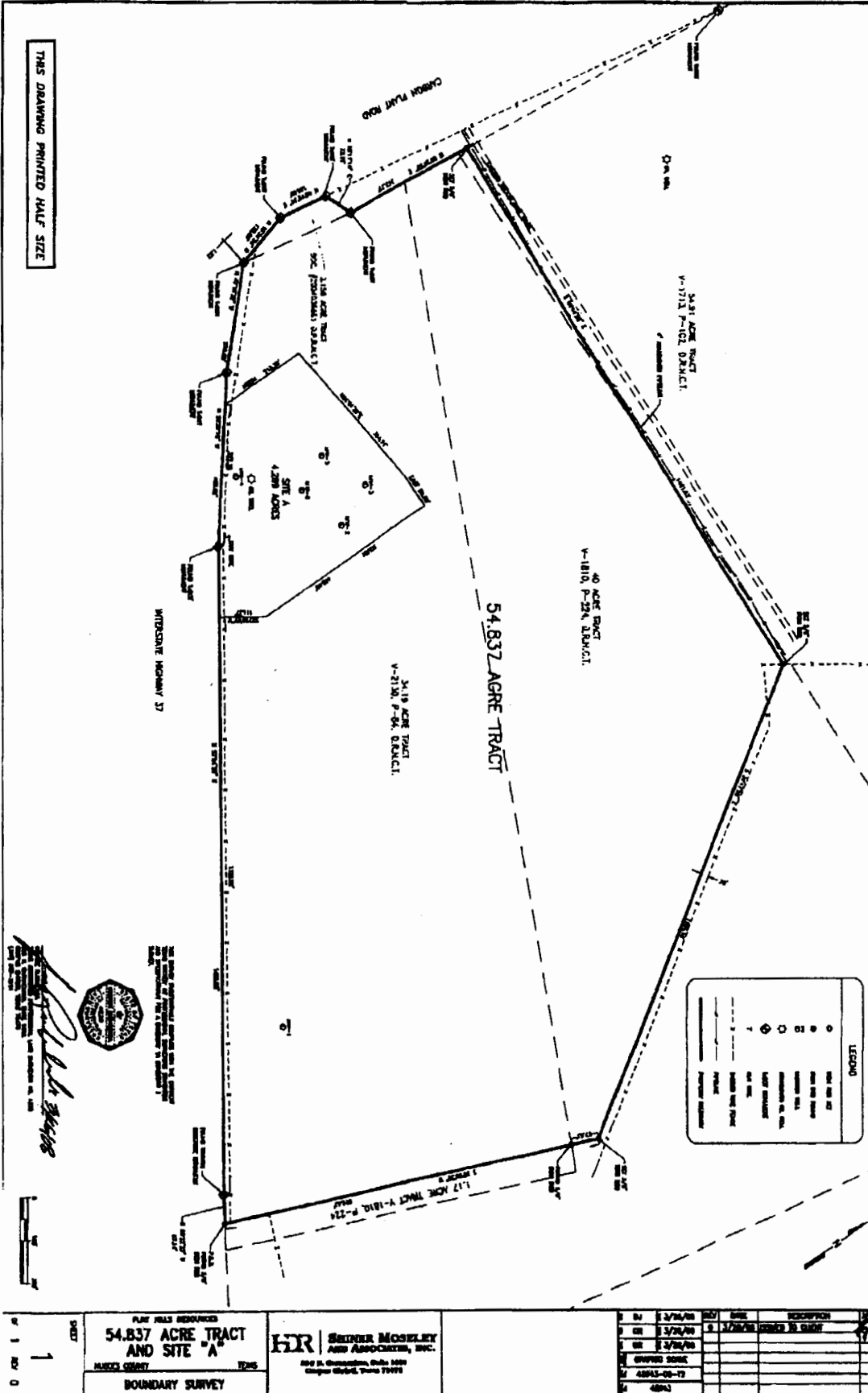


Note: Bearings are State Plane Grid bearings.



EXHIBIT A

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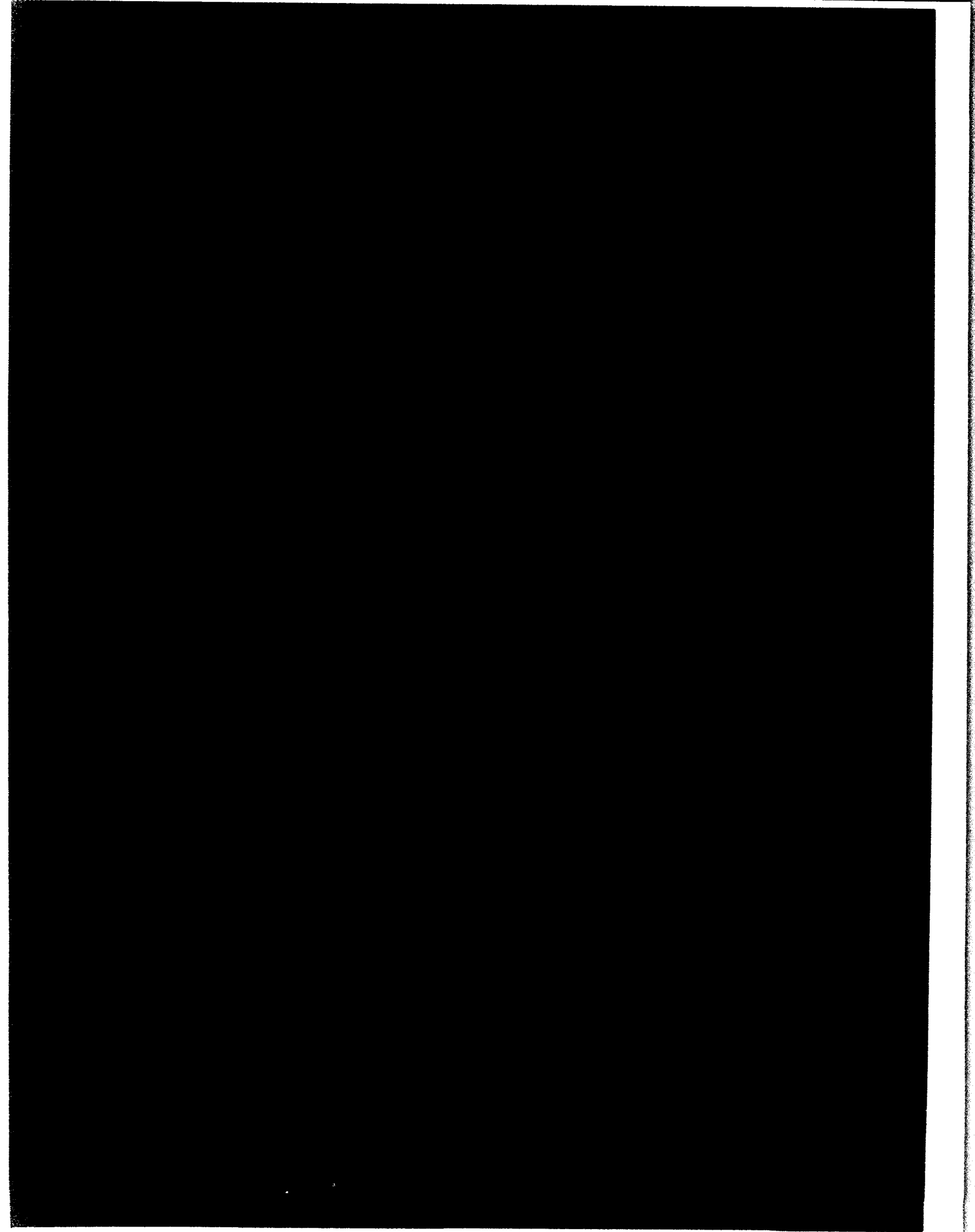


EXHIBIT "B"

SPECIAL WARRANTY DEED

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF NUECES §

WHEREAS, The Texas Legislature has authorized the Veterans' Land Board of the State of Texas to plan and design, operate, maintain, enlarge, or improve state Veterans cemeteries on land duly selected by the Veterans' Land Board of the State of Texas for such cemetery sites; and

WHEREAS, Nueces County, a political subdivision of the State of Texas, has been duly selected by the Veterans' Land Board of the State of Texas to provide one such site for such use; and

WHEREAS, Nueces County as Grantor is ready to make one such site available to the Veterans' Land Board of the State of Texas for the establishment within a reasonable time of a State Veterans Cemetery.

NOW THEREFORE, Nueces County, acting by and through its duly authorized officials, ("Grantor"), for and in consideration of the premises stated and the obligation of the Veterans' Land Board of the State of Texas, ("Grantee"), hereby conveys to Grantee the SURFACE ESTATE ONLY of the following described tract of land, situated in Nueces County, Texas, to-wit:

Being 54.837 acres of land, more or less out of a 2.158 acre tract recorded in Document No. 2004035681, Official Public Records of Nueces County, Texas, and out of a 34.19 acre tract recorded in Volume 2130, Page 84, Deed Records of Nueces County, Texas, and out of a 54.91 acre tract recorded in Volume 1713, Page 102, Deed Records of Nueces County, Texas, and also out of a 40 acre tract recorded in Volume 1810, Page 224, Deed Records of Nueces County, Texas, and this tract being out of Desiderio Martinez Survey 420, A-857, and Pedro Hinojosa Survey, A-850, and this 54.837 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found 5/8-inch iron rod for the southeast corner of this tract and said 34.19 acre tract, said corner also being the southwest corner of a 1.17 acre tract recorded in Volume 1810, page 224, Deed Records of Nueces County, Texas, and said corner being on the north right-of-way line of Interstate Highway 37;

Thence N 59-22-23 W with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 67.14 feet, to a found broken concrete monument for a corner of this tract;

Thence N 57-04-52 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 1499.83 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence 53-29-10 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 400.92 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 47-18-22 W and continuing with the south boundary of this tract and said 34.19 acre tract, the same being the north right-of-way line of I.H. 37, 256.03 feet, to the southwest corner of this tract, the same being the southeast corner of said 2.158 acre tract and said corner being the intersection of the north right-of-way line of I.H. 37 with the proposed east right-of-way line of the Joe Fulton Trade Corridor;

Thence N 15-54-24 W with the west boundary of this tract and said 2.158 acre tract, the same being the proposed east right-of-way line of the Joe Fulton Trade Corridor, at 1.21

feet pass a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 08-52-34 E with the west boundary of this tract and said 2.158 acre tract, the same being the proposed east right-of-way line of the Joe Fulton Trade Corridor, 120.00 feet, to a found TxDot concrete monument with a brass disk for a corner of this tract;

Thence N 65-11-10 E with the west boundary of this tract and the proposed east right-of-way line of the Joe Fulton Trade Corridor and entering said 2.158 acre tract, 72.11 feet, to a found TxDot concrete monument with a brass disk for an inside corner of this tract, said corner being on the east boundary of said 2.158 acre tract;

Thence N 05-25-57 E with the west boundary of this tract and the proposed east right-of-way line of the Joe Fulton Trade Corridor, at 151.33 feet leave said 34.19 acre tract and enter said 40 acre tract, at 293.33 feet leave said 40 acre tract and enter said 54.91 acre tract, in all 317.17 feet, to set 5/8-inch iron rod with cap for the northwest corner of this tract;

Thence S 88-44-26 E with the north boundary of this tract, at 820.80 feet leave said 54.91 acre tract and enter said 40 acre tract, in all 1401.63 feet, to a set 5/8-inch iron rod with cap for the north corner of this tract;

Thence S 34-47-58 E with the north boundary of this tract, 1186.18 feet, to a set 5/8-inch iron rod with cap for the northeast corner of this tract;

Thence S 20-59-39 W with the east boundary of this tract, at 67.63 feet pass a found 5/8-inch iron rod being the northwest corner of said 1.17 acre tract the same being the northeast corner of said 34.19 acre tract, in all 914.43 feet to

the point of beginning and containing 54.837 acres of land, more or less.

Note: Bearings are State Plane Grid bearings.

This conveyance is made SUBJECT HOWEVER, to the following exceptions:

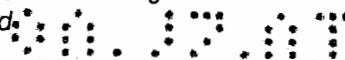
All easements, reservations, restrictive covenants and use regulations shown as exceptions to coverage in Schedule B of the Commitment For Title Insurance furnished Grantee as part of the consideration for this conveyance, to the extent the same are valid and subsisting; and all matters that are revealed in the survey furnished to Grantee, receipt of which is acknowledged

Such above-described property (subject to the exceptions stated or referred to above), together with all and singular the rights and appurtenances belonging in any way to such property, shall hereinafter collectively be referred to as the "Property".

1. The Property is intended for use as a cemetery and has disclosed to Grantee any and all information known to Grantor and relevant to the intended use of the Property. Grantor specifically represents that it is not aware of any active oil, gas and/or mineral leases which are producing from beneath and under the surface of the land conveyed hereby that would interfere with the use of the surface of the Property as a cemetery.

2. Grantee accepts the Property in its "AS IS" condition, without representation or warranty from Grantor (except as expressly provided for herein). Grantee recognizes that the Property has been used by others for certain oil and gas exploration/production activities and that various mineral leases are listed on the title commitment furnished on the property. Grantor has located various wells that had been plugged and abandoned; otherwise, no drilling or other mineral exploration operations were observed by the Grantor on the surface of the property.

3. In the event Grantor requires access to the Property after the date of this instrument for any reason relating to environmental conditions for which Grantor is responsible for remediating pursuant to applicable law, Grantee (on behalf of Grantee and its successors and assigns) here grants Grantor (and its contractors) reasonable access to the Property for such purposes, without charge. If in the future, any environmental conditions are discovered on the Property for which Grantor is responsible for remediating pursuant to applicable law, Grantee (on behalf of Grantee and its successors and assigns) hereby agrees to not seek to require Grantor to conduct remediation activities in excess of that required by applicable law. Grantee represents that it has conducted, at substantial expense, extensive environmental studies of the Property regarding its plans to utilize the Property as a cemetery.



**4. Use Restriction.** Grantor and Grantee respectively covenant, represent and warrant as follows:

(a.) (i.) The Property shall be used only as a cemetery and for related governmental purposes, and in no event shall the surface estate be used for single family dwellings, multiple family dwellings, hotels/motels, day care centers, educational facilities, churches (except in the case of a chapel for use in conjunction with the cemetery), social centers, hospitals, elder care facilities, and/or nursing homes. In no event shall potable water wells be installed on the Property.

(ii.) No gravesites shall be located on that portion of the Property indicated as the "No Gravesites Area" on the survey map attached hereto as Exhibit 1.

(b.) The covenants, conditions and restrictions set forth in this Paragraph 4 shall apply to and bind each and every owner of any part of the Property and their respective heirs, devisees, personal representatives, successors and assigns, and shall operate as a covenant running with the land and passing with the title to the Property and any part thereof.

(c.) The covenants, grants and restrictions contained in this Paragraph 4 shall continue unless and until terminated by Grantor (or, if Grantor ceases to exist, by Grantor's successors or assigns) and Flint Hills Resources, LP (or, if Flint Hills ceases to exist, by Flint Hills Resources, LP's successors or assigns). Invalidation of any of the terms and conditions of these restrictions, whether by court order or otherwise, shall in no way affect any of the other terms and conditions, all of which shall remain in full force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances in anywise belonging, unto the State of Texas, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through, or under the Grantor but not otherwise, and subject to the exceptions stated herein.

**Automatic Reversion.** Grantee, on behalf of Grantee and its successors and assigns, agrees that unless within five (5) years from date of this conveyance: (i.) the necessary governmental permits/approvals (if any) required for the use of the Property as an official State Veterans' Cemetery have been procured, and (ii.) bona fide construction activities relating to a State Veterans' Cemetery have commenced on the Property then this conveyance shall be null and void and such premises shall absolutely revert to the Grantor, without necessity for suit or re-entry by the County of Nueces or



its successors. Upon beginning construction of the State Veterans' Cemetery, bona fide construction activity shall continue thereafter with due diligence, until the completion of such facilities and improvements on or before two (2) years after the date of such construction commencement, or the Property will automatically revert back to the County, without necessity of re-entry, and this conveyance will be of no further force and effect.

In the event of such reversion or any reconveyance by the VLB:

(i) Grantee will ensure that the surface of the Property (to the extent impacted by Grantee or its assigns) and any improvements thereon are in a reasonable safe and stable condition;


(ii) Grantee will not allow any interest to attach that may adversely impact title in the event of reversion or reconveyance to Grantor;

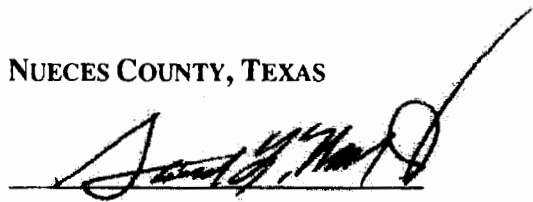
(iii) Grantor will grant Grantee access rights of the same type and for the same purposes as Grantee granted to Grantor in Paragraph 3 above; and

(iv) the parties will reasonably cooperate in drafting, executing, and recording (upon the request of either party) a document that would provide record notice of such reversion or reconveyance.

IN WITNESS WHEREOF, the County of Nueces has caused these presents to be signed by its duly authorized County Judge, and attested by its duly authorized County Clerk, at Corpus Christi, Nueces County, Texas, this 24<sup>th</sup> day of September, 2008.

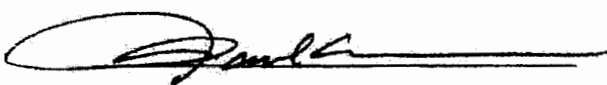
ACCEPTED: THE STATE OF TEXAS  
ON BEHALF OF THE  
VETERANS LAND BOARD

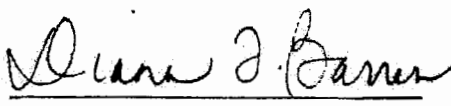
  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE  
Chairman, Veterans Land Board

NUECES COUNTY, TEXAS  
  
SAMUEL LOYD NEAL, JR.  
NUECES COUNTY JUDGE

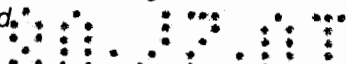
Date of execution: 9/11/08

Date of execution: 9.24.08  
ATTEST:

  
PAUL E. MOORE  
EXECUTIVE SECRETARY  
Veterans' Land Board

  
Ms. Diana T. Barrera  
NUECES COUNTY CLERK

Contents CLM Legal ew Deputy Comm ew Chief Clerk B





STATE OF TEXAS                            §  
   §  
COUNTY OF NUECES                   §

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appears SAMUEL LOYD NEAL, JR., known to me to be the person and officer whose name is subscribed to the foregoing instruments and acknowledged to me that the same was the act of the said County of Nueces, State of Texas, and that he executed the same as the act of such County for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this, the 2nd day of October, 2008.

Vicki Keach  
Notary Public, Nueces County, Texas

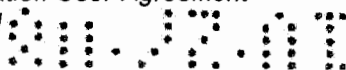
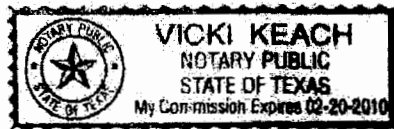


EXHIBIT "1"

METES AND BOUNDS DESCRIPTION  
OF  
SITE 'A'

Being 4.289 acres of land, more or less, referred to as Site 'A' and being out of a 54.837 acre tract, said 54.837 acre tract being out of a 2.158 acre tract recorded in Document No. 2004035681, Official Public Records of Nueces County, Texas, and out of a 34.19 acre tract recorded in Volume 2130, Page 84, Deed Records of Nueces County, Texas, and out of a 54.91 acre tract recorded in Volume 1713, Page 102, Deed Records of Nueces County, Texas, and also out of a 40 acre tract recorded in Volume 1810, Page 224, Deed Records of Nueces County, Texas, and being out of Desiderio Martinez Survey 420, A-857, and Pedro Hinojosa Survey, A-850, and this 4.289 acre tract being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of this tract, said corner being on the south boundary of said 54.837, the same being the north right-of-way line of Interstate Highway 37, and said corner bearing N 59-22-23 W, 67.14 feet, N 57-04-52 W, 1338.92 feet, from a found 5/8-inch iron rod for the southeast corner of said 54.837 acre tract and said 34.19 acre tract, the same being the southwest corner of a 1.17 acre tract recorded in Volume 1810, Page 224, Deed Records of Nueces County, Texas;

Thence N 57-04-52 W with the south boundary of this tract and said 54.837 acre tract, the same being the north right-of-way line of IH 37, 160.91 feet, to a found TxDOT concrete monument with a brass disk for a corner of this tract;

Thence N 53-29-10 W and continuing with the south boundary of this tract and said 54.837 acre tract, the same being the north right-of-way line of IH 37, 327.35 feet, to the southwest corner of this tract;

Thence entering said 54.837 acre tract and leaving said right-of-way line, North, 213.35 feet, to the northwest corner of this tract;

Thence N 81-01-39 E with the north boundary of this tract, 384.71 feet, to a corner of this tract;

Thence East with the north boundary of this tract, 80.00 feet, to the northeast corner of this tract;

Thence South with the east boundary of this tract, 460.00 feet, to a corner of this tract;

Thence S 32-55-07 W with the east boundary of this tract, 114.37 feet, to the point of beginning and containing 4.289 acres of land, more or less.



